



Republic of the Philippines
Supreme Court
 Manila

CERTIFIED TRUE COPY

WILFREDO V. LAPITAN
 Division Clerk of Court
 Third Division
 JUN 29 2016

THIRD DIVISION

CORAZON D. ISON,
 Petitioner,

G.R. No. 205097

Present:

VELASCO, JR., J.,
Chairperson,
 LEONARDO-DE CASTRO,*
 PERALTA,**
 PEREZ, and
 REYES, JJ.

- versus -

PEOPLE OF THE PHILIPPINES,
 Respondent.

Promulgated:

June 8, 2016

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DECISION

REYES, J.:

The instant petition for review on *certiorari*¹ assails the Decision² and Amended Decision³ of the Court of Appeals (CA), dated January 30, 2012 and October 30, 2012, respectively, in CA-G.R. CR No. 33471, which affirmed with modification the Decision⁴ rendered on April 30, 2010 by the Regional Trial Court (RTC) of Binangonan, Rizal, Branch 67, convicting Corazon D. Ison

* Additional Member per Raffle dated June 8, 2016 *vice* Associate Justice Francis H. Jardeleza.

** On official leave.

¹ *Rollo*, pp. 3-37.

² Penned by Associate Justice Hakim S. Abdulwahid, with Associate Justices Marlene Gonzales-Sison and Leoncia Real-Dimagiba concurring; *id.* at 42-62.

³ *Id.* at 64-66.

⁴ Penned by Presiding Judge Dennis Patrick Z. Perez; *id.* at 39-40.

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(Ison), now 76 years old, of Estafa under Article 315(2)(a)⁵ of the Revised Penal Code (RPC).

Antecedent Facts

As summed up by the Office of the Solicitor General (OSG), the prosecution's version of the facts is as follows:

Sometime in September 2004, [Ison] offered to sell two (2) parcels of fishpond⁶ [located in Barangay Pilapila, Binangonan, Rizal] with areas of two thousand seventeen (2,017) square meters and forty-six (46) square meters to Atty. Hermenegildo Ramos, Jr. (Ramos) and Edgar Barroga (Barroga). The contract price for said fishponds was Eight Hundred Thousand Pesos (Php800,000.00) which included all improvements, fishes, fingerlings, privileges, plants, trees, and two motorized bancas.

[Ison] persuaded Ramos and Barroga to buy the fishponds after showing them Laguna Lake Development Authority (LLDA) permits and receipts either in her name or in the name of her husband.

Ramos and Barroga were convinced of [Ison's] ownership of the fishponds and agreed to buy the same. After executing the Contract to Sell⁷ dated September 15, 2004, Ramos and Barroga paid [Ison] One Hundred Thousand Pesos (Php100,000.00) in cash as partial payment. Thereafter, Ramos and Barroga took possession of the fishponds. Ramos and Barroga visited the fishponds often, bought feeds and operated the same. Ramos and Barroga also made [Ison's] caretaker, Ariel Genodipa, as their caretaker.

On November 4, 2004, Ramos and Barroga paid [Ison] an additional Fifty Thousand Pesos (Php50,000.00) representing two equal installments of Twenty-Five Thousand Pesos (Php25,000.00).

Thereafter, Ramos and Barroga received a call from a certain Ligaya Tupaz who told them that Colonel Pedro Vergara (Vergara) was the real owner of the fishponds.

On December 27, 2004, a meeting was set for Ramos, Barroga, [Ison] and Vergara. Vergara, however, left before the meeting started. During the meeting, [Ison] admitted that she first sold the fishponds to Vergara before she sold the same to Ramos and Barroga. Ramos and Barroga then asked [Ison] to return their money plus interest

⁵ Art. 315. Swindling (*estafa*). — Any person who shall defraud another by any of the means mentioned herein below shall be punished by:

x x x x

2. By means of any of the following false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud:

(a) By using fictitious name, or falsely pretending to possess power, influence, qualifications, property, credit, agency, business or imaginary transactions, or by means of other similar deceits.

x x x x

⁶ Covered by Tax Declaration Nos. 00-BI-031-00-0771 and 00-BI-031-00-0772; *rollo*, pp. 44-45.

⁷ Quoted partially in the assailed CA decision, *id.* at 46-47.

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and damages. [Ison] promised to return the money but reneged on her promise.

Meanwhile, on January 2, 2005, Vergara and eight *mamumukot* entered the fishponds, harvested the fish and took possession of the same.

Ramos and Barroga then sent demand letters dated January 3, 2005 and January 10, 2005 to [Ison].

When [Ison] failed to comply, Ramos and Barroga filed a complaint for Estafa against her.

During her arraignment, [Ison] pleaded “not guilty” to the crime charged.⁸ (Citations omitted)

Ison, on the other hand, claims that she remains to be the registered owner of the fishponds. In November of 2003, she sold the same to Colonel Pedro Vergara (Col. Vergara), who designated her as caretaker thereof. Within a year from the purchase, Col. Vergara did not earn from the fishponds’ operation. Thereafter, he authorized Ison to sell the property for ₱850,000.00, out of which ₱150,000.00 shall be paid to the agents. Since the permits and other documents relative to the ownership and operation of the fishponds are still in Ison’s name, Col. Vergara authorized her to sign the deed evidencing the sale for the sake of expediency in the transactions.⁹

Ison alleges that she was introduced to Atty. Hermenegildo Ramos, Jr. (Atty. Ramos) and Edgar Barroga (Edgar) (collectively, the private complainants) by three agents, to wit, Rommel Estacio, Jude Paralejas and Jess Barroga (Jess).¹⁰ Jess is the father of Edgar. When Ison met with the private complainants in the fishponds, the latter already brought a ready made Contract to Sell. Initially, Ison wanted for cash to be outrightly paid. Hence, she refused to sign the contract, which stipulated that the purchase would be in an installment basis. Jess then assured Ison that Atty. Ramos can easily make the payments and that the Contract to Sell would be a mere formality. Ison thus received ₱50,000.00 in cash and ₱50,000.00 in check and the private complainants promised that the balance would be paid in December 2004. Ison informed Col. Vergara of the agreement.¹¹

⁸ Id. at 79-81.

⁹ Id. at 8-9, 45.

¹⁰ Referred to as “*Jesus Barroga*” in some parts of the records.

¹¹ *Rollo*, pp. 9-10.

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In November of 2004, Ison reminded Atty. Ramos about the balance due. Atty. Ramos paid Ison ₱50,000.00. Later, in December, Atty. Ramos told Ison that the payments would be made in an installment basis as stipulated in the Contract to Sell. Ison informed Edgar and Jess of Atty. Ramos' stance.¹²

On December 8, 2004, Ison, Col. Vergara, and the private complainants met in Tropical Hut in Sta. Lucia. As Col. Vergara had to fetch somebody from the airport, he left even before the discussions started. The private complainants then demanded for Ison to reimburse the ₱150,000.00, which they had previously paid.¹³

Since either the payment of the balance by the private complainants or the reimbursement by Ison had not been made, Col. Vergara harvested the fishes in the ponds. Subsequently, the private complainants met Ison in SM Megamall for the latter to return the ₱150,000.00, which she had previously received. However, Atty. Ramos refused to accept the money and instead offered the said amount to Ison in exchange for the latter's testimony in the suit intended to be filed against Col. Vergara for harvesting the fishes. Even after conferring with her lawyer, Ison was still undecided whether or not to testify against Col. Vergara. Eventually, Atty. Ramos filed cases against Ison and Col. Vergara.¹⁴

Col. Vergara admitted that he authorized Ison to sell the fishponds. However, he claimed that he was unaware of the execution of the Contract to Sell between Ison and the private complainants. Ison now alleges that Col. Vergara's denial was made for him to evade criminal liability relative to the harvest of the fishes in the ponds.¹⁵

On September 15, 2005, an Information¹⁶ was filed against Ison charging her with estafa under Article 315(2)(a) of the RPC.

Rulings of the RTC and CA

On April 30, 2010, the RTC convicted Ison as charged in the Information in Criminal Case No. 05-362. The dispositive portion of the decision reads:

¹² Id. at 10.

¹³ Id. at 10-11.

¹⁴ Id. at 11.

¹⁵ Id.

¹⁶ Id. at 43.

Based on the foregoing, we find accused [Ison] **GUILTY** beyond reasonable doubt of committing Estafa under Article 315(2[a]) of the [RPC] and sentence her to suffer an indeterminate penalty of 2 years, 11 months and 10 days of *Prision Correccional* in its Minimum and Medium periods as minimum to 20 years of *Reclusion Temporal* as Maximum[.] We also **ORDER** her to pay [the private complainants] the amount of P150,000.00 which she defrauded from them and costs. All other claims for damages are **DISMISSED** for lack of basis.

SO ORDERED.¹⁷

The conviction was based on the following grounds:

To convict Ison of Estafa under Article 315(2[a]) of the [RPC], the prosecution must prove beyond a reasonable doubt that she defrauded [the private complainants] of P150,000.00 as payment for fishponds fees by falsely pretending to possess power, influence, qualifications as the owner x x x when [they actually] belonged to someone else. The prosecution was able to show a document where Ison represented herself as the owner of the fishponds and the testimony from [Atty.] Ramos that she was not. This is further buttressed by Ison's admission that she was not the owner but Col. Vergara and her defense is that [the private complainants] knew this fact and still induced her to sign the Contract to Sell as a formality and that it was they who reneged on their "real agreement" of a down payment plus the full balance by December 2004. Further[,] she tried to return the money in exchange for settling the cases. The trouble with this story is that it is so incredible that only a fool can swallow it. If such a story were true, then she could simply refuse to accept the payment or deal with [the private complainants] in the first place to protect the interests of [Col. Vergara], her supposed principal. Further[,] there is no proof on record that [Col. Vergara] authorized [Ison] to sell the fishponds to [the private complainants] under the terms she describes. Records will show that she was even supposed to present him presumably to prove this but he did not testify. Further, we doubt that if she actually disclosed that [Col. Vergara] was the true owner that they would continue to deal with her and not with him considering that [Atty.] Ramos is a lawyer with [sic] a stickler for legalities. The indisputable fact is that she represented herself in a public document as the owner of these properties as she [offered to sell them] to [the private complainants] when she was not[,] to their damage in the amount of P150,000.00 and the lost fishponds. Further, she candidly admitted that she was trying to settle this case and an offer of compromise by an accused in a criminal case may be received as an implied admission of guilt (Section 27, Rule 130). x x x Ison can only offer her uncorroborated self-serving denial, an inherently weak and incredible defense which will not help her beat the rap.¹⁸ (Citations omitted)

¹⁷ Id. at 40.

¹⁸ Id. at 39-40.

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On January 30, 2012, the CA denied Ison's appeal, but modified the penalty imposed by the RTC pursuant to the provisions of the Indeterminate Sentence Law. The decretal portion of the assailed decision¹⁹ is quoted below:

WHEREFORE, the appeal is **DENIED**. The assailed *Decision* dated April 30, 2010 of the RTC, Branch 67, Binangonan[,] Rizal, in Criminal Case No. 05-362, is **AFFIRMED with MODIFICATION**, sentencing [Ison] to the indeterminate penalty of imprisonment of four (4) years and two (2) months of *prision correccional*, as minimum, to eighteen (18) years and one (1) day of *reclusion temporal*, as maximum.

SO ORDERED.²⁰

The CA explained that:

The elements of estafa under [Article 315(2[a]) of the RPC] are: (1) there must be a false pretense, fraudulent act or fraudulent means; (2) such false pretense, fraudulent act or fraudulent means must be made or executed prior to or simultaneously with the commission of the fraud; (3) the offended party must have relied on the false pretense, fraudulent act, or fraudulent means, that is, he was induced to part with his money or property because of the false pretense, fraudulent act, or fraudulent means; and (4) as a result thereof, the offended party suffered damage.

x x x x

Indeed, the totality of the evidence extant in the records points to two relevant facts determinative of [Ison's] culpability: (1) adverse to Col. Vergara's ownership of the subject properties and without disclosing such fact to [the private complainants] when she made her offer to sell or even at the time of the execution of the *Contract to Sell*, [Ison], through fraudulent and deceitful pretense of ownership, misrepresented herself as the true and lawful owner of the subject properties, making [the private complainants] believe she had full power to dispose thereof; and (2) with complete reliance on such misrepresentation, [the private complainants] entered into the *Contract* and paid [Ison] the partial consideration of P150,000.00 in the hope of acquiring ownership of the subject properties, but which resulted in their defraudation. Contrary to [Ison's] claim of [the private complainants'] knowledge of Col. Vergara's ownership of the subject properties prior to the execution of the *Contract*, the evidence reveals that [the private complainants] were notified of an adverse claim only in November 2004 when Mrs. Vergara informed them that she and [her husband] are the owners thereof. [The private complainants] confirmed such ownership only during their meeting with Col. Vergara and [Ison] on December 27, 200[4] when the latter admitted having earlier sold the subject properties to Col. Vergara. In fact, her own testimony

¹⁹ Id. at 42-62.

²⁰ Id. at 61.

during the trial on January 7, 2009 proves that [the private complainants] learned of Col. Vergara's ownership only after the execution of the *Contract*. x x x:

x x x x

Where a party recognizes and admits that the ownership of a property belongs to another, the party's untruthful assertion of ownership over said property by a false claim of true and lawful ownership thereof and by the performance of acts consistent with such purported ownership is a clear case of deceit and misrepresentation. Furthermore, by recognizing that ownership belongs to another, the party admits that he is not in a position to transfer ownership of the property. Hence, one who, by invoking his false claim of ownership, transfers ownership to another despite his lack of authority to do so, is guilty of fraud and deceit.

x x x x

Indubitably, the parody between [Ison's] recognition of Col. Vergara's ownership of the subject properties and her false pretense of true and lawful ownership thereof clearly evinces fraud and deception. The strength of this false pretense facilitated the execution of the *Contract to Sell* on the basis of which, [the private complainants] were compelled to part with P150,000.00, enabling [Ison] to unjustifiably and fraudulently profit.²¹ (Citations omitted)

On October 30, 2012, the CA rendered the herein assailed Amended Decision²² reiterating the conviction but lowering the minimum period of the indeterminate penalty imposed to six (6) months and one (1) day of *prision correccional* in view of Ison's advanced age.

Issues

Aggrieved, Ison presents before the Court the issues of whether or not (1) deceit, as an essential element of estafa, has been proven, and (2) the RTC and CA had ignored, misconstrued or misunderstood material facts and circumstances, which if considered, would result to her acquittal.²³

In support of the issues raised, Ison insists that when the *Contract to Sell* was executed, she was still the registered owner of the fishponds despite the prior sale to Col. Vergara. The private complainants cannot feign ignorance of the foregoing circumstances considering that Jess, who was among the three agents, is the father of Edgar. It is illogical to believe that Jess did not relay the information to his son. Further, Ison, as

²¹ Id. at 55-58.

²² Id. at 64-66.

²³ Id. at 12-13.

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the registered owner of the fishponds, signed the Contract to Sell not to deceive any party, but only for ease and convenience in facilitating the transactions.²⁴

Ison postulates that a simple breach of contract was committed. If only Atty. Ramos paid the balance of ₱700,000.00 in December of 2004 pursuant to their verbal agreement, Col. Vergara would not have harvested the fishes in January of 2005, and ownership over the ponds would have been transferred to the private complainants.²⁵

Further, Col. Vergara never denied that he authorized Ison to sell the fishponds. Col. Vergara merely stated that he was unaware of the execution of the Contract to Sell so as to evade liability for harvesting the fishes in the ponds. Besides, Col. Vergara's attendance in the meeting between Ison and the private complainants held in Tropical Hut sometime in December of 2004 negates the claim that Col. Vergara was unaware of the contract's execution. He was there to exact full payment from the private complainants. However, Col. Vergara set aside the agreement in January of 2005 when he proceeded to harvest the fishes in the ponds despite Ison's protestations to wait for the private complainants to pay the full price or consideration.²⁶

Moreover, Col. Vergara, as the party to be primarily prejudiced if the Contract to Sell is to be enforced, did not file any complaints against Ison. It is thus argued that Col. Vergara's inaction was attributable to the fact that he actually authorized Ison to sell the fishponds. Noteworthy are the stipulations contained in the RTC's Order dated January 7, 2009, to wit: (a) Jess was among the agents, who looked for prospective buyers of the fishponds; (b) Ison was authorized by Col. Vergara to sell the fishponds on a cash basis albeit there was no documentary evidence to that effect; and (c) the private complainants promised to pay the balance in December of 2004. Having been unrefuted, the prosecution is bound by the foregoing stipulations.²⁷

Ison also laments that the Contract to Sell is inadmissible in evidence for being irrelevant and incompetent. The said contract did not reflect the real intent of the parties and was also not properly notarized.²⁸

²⁴ Id. at 16-17.

²⁵ Id. at 18.

²⁶ Id. at 18-19.

²⁷ Id. at 23, 26.

²⁸ Id. at 24-25.

Ison likewise denies that she proposed a compromise to the private complainants. It was the latter's counsel who asked her to pay ₱220,000.00 in exchange for the withdrawal of the complaint.²⁹

The OSG, in its Comment,³⁰ contends that the conviction should be affirmed. Ison's fraudulent acts, to wit: (a) presentation of the Laguna Lake Development Authority permits in her and her husband's names; (b) operation of an ice plant in the fishponds' vicinity; and (c) her misrepresentation of Ariel Genodipa (Genodipa) as her caretaker for the fishponds had induced the private complainants to enter into a Contract to Sell and part with their money. Further, Ison's admission that she was no longer the owner of the fishponds when she sold the same to the private complainants runs counter to her plea of innocence.

Anent the relevance and admissibility of the Contract to Sell, the OSG argues that it was entered into voluntarily and is reflective of the true intent of the parties.

Ruling of the Court

The Court grants the instant petition.

The elements of the crime are lacking.

The elements of estafa by means of deceit as defined under Article 315(2)(a) of the RPC are as follows: (1) that there must be a false pretense, fraudulent act or fraudulent means; (2) that such false pretense, fraudulent act or fraudulent means must be made or executed prior to or simultaneously with the commission of the fraud; (3) that the offended party must have relied on the false pretense, fraudulent act or fraudulent means, that is, he was induced to part with his money or property because of the false pretense, fraudulent act or fraudulent means; and (4) that as a result thereof, the offended party suffered damage.³¹

“The false pretense or fraudulent act must be committed prior to or simultaneously with the commission of the fraud, it being essential that such false statement or representation constitutes the very cause or the only motive which induces the offended party to part with his money. In the absence of such requisite, any subsequent act of the accused, however

²⁹ Id. at 27-30.

³⁰ Id. at 79-92.

³¹ *Aricheta v. People*, 560 Phil. 170, 180-181 (2007).

fraudulent and suspicious it might appear, cannot serve as basis for prosecution for estafa under the said provision.”³²

In the case at bar, Ison was charged for allegedly causing damage to the private complainants when she misrepresented herself as the owner of the fishponds and entering into a Contract to Sell relative thereto when she had no authority to do so. It is hence indispensable to resolve the following questions: (a) Did Ison misrepresent herself to the private complainants as the owner of the fishponds?; and (b) Were the private complainants induced to part with the amount of ₱150,000.00 by reason of Ison’s alleged misrepresentations?

After an examination of the records and the parties’ arguments, the Court departs from the conclusions drawn by the RTC and the CA for reasons discussed hereunder.

Col. Vergara’s Affidavit,³³ which is part of the evidence submitted by the prosecution, states that he “*requested [Ison] to look for a buyer of [the fishponds] in CASH in the amount of EIGHT HUNDRED FIFTY THOUSAND PESOS (P850,000.00).*”³⁴ According to Col. Vergara, the Contract to Sell was executed without his knowledge and consent. Later, Col. Vergara discovered that his designated fishponds caretaker, Genodipa, was already receiving salaries from the private complainants. When Col. Vergara inquired from Ison, the latter admitted having sold the fishponds to the private complainants in an installment and not cash basis. However, the private complainants reneged on their commitment to fully pay the balance of ₱700,000.00 by December of 2004. Despite such non-payment, the private complainants started exercising ownership rights over the fishponds. On December 27, 2004, Col. Vergara, who wished to be paid for the value of the fishponds, attended the meeting in Tropical Hut between Ison and the private complainants. Sensing that no payment was forthcoming, Col. Vergara left early. He told those present that he was “*not a privy to their transaction,*” and “*advised them to settle the matter among themselves.*”³⁵ In January of 2005, he caused the harvesting of the fishes in the ponds.

A perusal of Col. Vergara’s Affidavit yields the following observations. *First*, he, in fact, asked Ison to look for a buyer of the fishponds, albeit no written document was issued and the extent of the given authority was not discussed. *Second*, Col. Vergara did not explicitly deny that he granted Ison the authority to sign any contract considering that the latter still remains to be the registered owner of the fishponds. *Third*, in the December of 2004 meeting held in Tropical Hut, Col. Vergara exhibited

³² Id. at 181.

³³ *Rollo*, pp. 67-69.

³⁴ Id. at 67.

³⁵ Id. at 68.

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little interest as shown by his early departure and his utterance to the effect that Ison and the private complainants should settle the matter among themselves. *Fourth*, Col. Vergara, being the owner of the fishponds and the one who would sustain the most damage as a result of any unauthorized sale, never filed any complaint, criminal or otherwise, against Ison. Col. Vergara's disinterest in filing a complaint or testifying against Ison militates against the private complainants' claim that Ison had no authority to enter into the transaction.

In rendering a conviction, the RTC and CA cited that while the Contract to Sell indicated that Ison is the true and lawful owner of the fishponds, she herself admitted the mistruth in the representation. Hence, the court *a quos* concluded that Ison clearly employed deceit.

The Court now inquires whether or not Ison indeed employed false pretenses or fraudulent acts, relied upon by the private complainants, who in turn were induced to part with the amount of ₱150,000.00. To this, the Court answers in the negative.

As discussed above, Col. Vergara had asked Ison to look for a buyer. Although there is no conclusive proof as to the exact extent or limit of the authority granted to Ison, the fact remains that she acted upon a color thereof. Col. Vergara's disinterest in prosecuting Ison for any unlawful acts lends credence to the foregoing circumstance.

Other pieces of circumstantial evidence further cast a cloud of doubt upon the private complainants' allegation of misrepresentation by Ison. As pointed out by the defense, Jess was among the three agents, who introduced Ison to the private complainants. Jess is the father of private complainant Edgar. It is thus more logical to infer that Jess informed his son about matters pertinent to the status and ownership of the fishponds. Besides, the private complainants visited the fishponds and talked to Genodipa, the caretaker. It can be presumed that Atty. Ramos knows the intricacies of the law, had made the necessary inquiries as to the fishponds' ownership, and had observed due diligence and precaution before agreeing to part with the amount of ₱150,000.00 given to Ison.

Considering the above, the Court is thus unpersuaded by the claim that Ison's representation or misrepresentation constituted the very cause or the only motive which induced the private complainants to part with their money.

"Where the inculpatory facts and circumstances are susceptible of two or more interpretations, one of which is consistent with the innocence of the accused while the other may be compatible with the finding of guilt, the

Court must acquit the accused because the evidence does not fulfill the test of moral certainty required for conviction.”³⁶

In the case at bar, the prosecution failed to prove beyond reasonable doubt that Ison misrepresented herself as the owner of the fishponds and entered into the Contract to Sell without authority from Col. Vergara. It was likewise not amply established that the private complainants were completely unaware of the pertinent facts concerning the fishponds’ ownership. Hence, the essential element of reliance upon the misrepresentation, which should have induced the private complainants to part with their money, is wanting. Inevitably, the Court is constrained to uphold the presumption of innocence in Ison’s favor and acquit her.

Reimbursement of the amount paid plus interests are due from Ison.

While Ison cannot be made criminally liable, it is undisputed that she received the amount of ₱150,000.00 from the private complainants as down payment for the fishponds. Lest unjust enrichment results, reimbursement of the amount is in order.

Further, pursuant to the doctrine in *Nacar v. Gallery Frames*,³⁷ Ison shall be liable for the payment of interests. Thus, the amount of ₱150,000.00, which she had received, shall be subject to an annual interest of twelve percent (12%) computed from the filing of the complaint on September 15, 2005 until June 30, 2013. Thereafter, from July 1, 2013 onwards until full satisfaction of the amount due, the applicable annual interest shall be six percent (6%).

ALL THE FOREGOING CONSIDERED, the petition is **GRANTED**. The Decision and Amended Decision of the Court of Appeals dated January 30, 2012 and October 30, 2012, respectively, in CA-G.R. CR No. 33471 convicting Corazon D. Ison of Estafa are **REVERSED and SET ASIDE**. Corazon D. Ison is **ACQUITTED** on the basis of reasonable doubt, but is hereby **DIRECTED to REIMBURSE** the private complainants, Atty. Hermenegildo Ramos, Jr. and Edgar Barroga, of the amount of ONE HUNDRED FIFTY THOUSAND PESOS (₱150,000.00). The said amount shall be subject to the payment of an annual interest of twelve percent (12%) to be computed from September 15, 2005 to June 30, 2013, and thereafter, six percent (6%) from July 1, 2013 until full satisfaction thereof.

³⁶ *Aricheta v. People*, supra note 31, at 184.

³⁷ G.R. No. 189871, August 13, 2013, 703 SCRA 439.

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SO ORDERED.




BIENVENIDO L. REYES
Associate Justice

WE CONCUR:



PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson



TERESITA J. LEONARDO-DE CASTRO
Associate Justice

(On official leave)
DIOSDADO M. PERALTA
Associate Justice



JOSE PORTUGAL PEREZ
Associate Justice

ATTESTATION

I attest 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.



PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

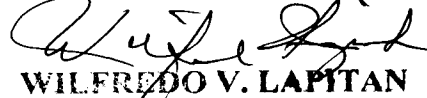
CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, 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.



ANTONIO T. CARPIO
Acting Chief Justice

CERTIFIED TRUE COPY



WILFREDO V. LAPITAN
Division Clerk of Court
Third Division

JUN 29 2016

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