



Republic of the Philippines
Supreme Court
 Manila

FIRST DIVISION

EDWIN L. SAULO,
 Petitioner,

G.R. No. 242900

Present:

- versus -

PERALTA, C.J., Chairperson,
 CAGUIOA, Working Chairperson,
 REYES, J. JR.,
 LAZARO-JAVIER, and
 LOPEZ, JJ.

PEOPLE OF THE PHILIPPINES
 and **MARSENE ALBERTO,**
 Respondents.

Promulgated:

JUN 08 2020

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RESOLUTION

REYES, J. JR., J.:

Before us is a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court seeking a reversal of the Court of Appeals' (CA's) Decision¹ and Resolution² dated May 23, 2018 and October 19, 2018, respectively, in CA-G.R. CR No. 39251, which affirmed the December 22, 2015 Decision³ and the September 26, 2016 Order⁴ of the Regional Trial Court (RTC) of Pasig City, Branch 268, in the consolidated Criminal Case Nos. 157569-70 and 157571 convicting herein petitioner Edwin L. Saulo (Saulo) for two counts of Violation of *Batas Pambansa Bilang 22* (B.P. 22) and for Perjury. The RTC also affirmed *in toto* the Decision⁵ dated April 27, 2015 of the Metropolitan Trial Court (MeTC), Branch 71 of Pasig City and its

¹ Penned by Associate Justice Edwin D. Sorongon, with Associate Justices Sesinando E. Villon and Maria Filomena D. Singh, concurring; *rollo*, pp. 7-17.

² Id. at 19-20.

³ CA *rollo*, pp. 6-18.

⁴ Id. at 72-73.

⁵ Records, pp. 239-259.

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subsequent Resolution⁶ dated July 13, 2015 denying Saulo's Motion for Reconsideration.

The Antecedent Facts

The Version of the Prosecution

Petitioner Saulo was the owner of Yadoo Dynasty and Khumbmela Products, Inc. (Khumbmela), engaged in the manufacturing of various bags, backpacks, and accessories. He hired private respondent Marsene Alberto (Alberto) from 1992-1996 as Disbursing Officer and was then promoted as Operations Manager at Khumbmela and later on at Yadoo Dynasty. During that time, Saulo encountered financial problems and sought Alberto's help to find someone who could lend him money. To help Saulo, Alberto asked her husband, Amando V. Alberto, to approach Eladio Naval (Naval), who in turn lent Saulo ₱1,500,000.00. Upon receipt of the said amount, Saulo issued and signed three checks with the following face values: (a) ₱1,200,000.00, (b) ₱200,000.00, and (c) ₱100,000.00.⁷

Sometime in October 1996, Saulo borrowed from Alberto the amount of ₱12,270.00, and as payment, he issued Banco De Oro (BDO) Check No. 0000157580 dated October 28, 1996 drawn against Khumbmela's account. In the same month, Saulo again sought Alberto's assistance to find someone who could lend him money for the construction of his studio in Pasig City. Alberto and her husband (spouses Alberto) obliged and helped him obtain the required materials from Masinag Lumber. Since Masinag Lumber was reluctant to accept the check from Saulo, Alberto's husband issued his personal check to Masinag Lumber and Saulo in turn issued BDO Check No. 0000157581 dated November 20, 1996 in the amount of ₱29,300.00 under the account name of Khumbmela. However, when the spouses Alberto presented the two checks (BDO Check Nos. 0000157580 and 0000157581) for payment, both checks bounced for the reasons "Account Closed" and "Insufficient Funds," respectively. After the two checks bounced, Alberto sent Saulo a Notice of Dishonor dated December 17, 1996 which was received by Saulo on the same day.

To Alberto's surprise, Saulo filed an Estafa case against her before the Office of the City Prosecutor of Pasig City. In his complaint-affidavit, Saulo claimed that Alberto stole from him five checks (including BDO Check Nos. 0000157580 and 0000157581) and that Alberto falsified them. Alberto

⁶ Id. at 280-281.

⁷ *Rollo*, p. 8.

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denied these allegations and claimed that they were all lies. On reconsideration, the case was dismissed.⁸

Two other cases, “Qualified Theft” and “Falsification of Commercial Documents,” were filed by Saulo against Alberto before the Office of the City Prosecutor of Pasig City, also involving the same five checks, but the said cases were dismissed due to insufficient evidence.⁹ The dismissal of these cases became the basis of Alberto in filing the present controversies against Saulo, the cases of Perjury and two counts of violation of B.P. 22.

On September 22, 1997, Alberto filed a case of Perjury against Saulo before the MeTC of Pasig City, docketed as Criminal Case No. 31929. The accusatory portion of the Information reads:

On or about the month of January 1997, in Pasig City, and within the jurisdiction of this Honorable Court, the [petitioner], did then and there willfully, unlawfully and feloniously and knowingly make untruthfully statements, by then and there executing a Complaint-Affidavit on material matters, which as required by law, subscribed and sworn to before 3rd Assistant City Prosecutor Philip Labastida, a duly authorized officer to administer oath, in which the said accused, affirmed and swore, among other things, the following false statements, to wit:

x x x x

3.5 Undersigned had no knowledge of any business relationship with the Sps. Alberto. As a result of said letter, undersigned engaged the services of CPA Angeles Elena B. Rioveras and an audit of the corporation’s financial papers and documents was conducted;

3.6 The audit of the company financial documents revealed among others unauthorized check payments made to the order of “cash” and were withdrawn by respondent herein. Further, it was discovered that certain checks of the company were missing, to wit:

Allied Bank Check No. 000021170
Banco de Oro Check No. 0000157516
Banco de Oro Check No. 0000157420
Banco de Oro Check No. 0000157580
Banco de Oro Check No. 0000157581

3.7 Undersigned referred the matter of the lost checks to [petitioner’s] lawyer. A letter formally demanding the return of the checks of [petitioner] corporation was sent to respondent, a copy of which is

⁸ Id. at 29-30.

⁹ Id. at 30.

hereto attached and made an integral part hereof as Annex "C." As a safety measure for unauthorized check payments, the [petitioner] corporation closed its accounts with Allied Bank and Banco [De] Oro (BDO).

3.8 [Petitioner] was taken by surprise when a letter dated 17 December 1996 was received by undersigned purportedly claiming the proceeds of the missing checks. The said demand letter admitted that the checks were made to be paid to the order of respondent and were filled up with various amounts. A copy of the letter dated 17 December 1996 is hereto attached and made an integral part hereof as Annex "D".

3.9 Undersigned had absolutely no business relationship with respondent except for the fact that Marsene T. Alberto was an employee of the Khumbmela Products, Incorporated.

3.10 Respondent Alberto abused the trust and confidence of the [petitioner] by surreptitiously and unlawfully taking the personal property of Khumbmela consisting of five (5) checks without its consent.

3.11 Worse, respondent Alberto illegally filled up the five (5) checks of the [petitioner's] corporation without any basis except to defraud the company and with the intention of causing damage to Khumbmela. Respondent Alberto filled up the amounts and dates on said checks without the authority of undersigned and with the sole purpose of attempting to defraud the company of the amounts placed therein.

3.12 The five checks subject of the above captioned cases were kept at the office of the [petitioner's] corporation in Pasig before they were taken without consent by the respondent.

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When in truth and in fact, as the accused very well knew that the above assertion is a complete falsity and was made with criminal intent and bad faith and malice.

Contrary to law.¹⁰

Also, on October 24, 1997, Alberto filed against Saulo two counts of Violation of B.P. 22, in two separate sets of Information, the accusatory portion of which read:

¹⁰ Id. at 9-10.

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Crim. Case No. 33348 (for Violation of B.P. 22)

On or about October 10, 1996, in Pasig City, and within the jurisdiction of this Honorable Court, the accused did then and there willfully, unlawfully and feloniously make, draw and issue to Marsene T. Alberto, to apply on account the check described below:

Check No. : 157580
Drawn against : Banco [De] Oro
In the amount of : ₱12,270.00
Date/Post-dated : October 28, 1996
Payable to : Cash

said accused well knowing that at the time of issue he did not have 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". Despite receipt of notice of such dishonor, the accused failed to pay said payee the face amount of said check or make arrangement for full payment thereof within five (5) banking days after receiving notice.

Contrary to law.¹¹

Crim. Case No. 33349 (for Violation of B.P. 22)

The allegation in Criminal Case No. 33349 dated October 24, 1997 substantially contains the same allegation as the one quoted above except for the following details:

Check No. : 157581
Drawn against : Banco [De] Oro
In the amount of : ₱29,300.00
Date : November 20, 1996¹²

The Version of the Defense

Saulo testified that he hired Alberto in 1992 as Internal Auditor and Finance Officer at Khumbmela. Alberto's duties included the handling of the company's receivables and payables.

That in October 1997, Alberto's husband came to him with a check for rediscounting and told him that he owed him money. He denied this as his company only accepts rediscounting on checks issued by Robinsons and Shoemart and never did his company rediscount their own company checks.

¹¹ Records, p. 239.

¹² Id. at 240.

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He asserted that he did not issue in favor of the spouses Alberto BDO Check Nos. 0000157580 and 0000157581 as he did not have any loan obligation with them neither did he have any business dealings/relationship with them nor did he transact business with Masinag Lumbers.

That sometime in 1997, an audit was conducted in his company and it was discovered that the said two BDO checks were among the missing checks. He noted that Alberto did not report back to work after the audit. Although he was unable to present a copy of the Audit Report because it was destroyed by the flooding caused by Typhoon Ondoy, he was nevertheless convinced that Alberto was the culprit.

That after he discovered that some checks were missing, and upon the advice of their company lawyer, he closed his accounts in Allied Bank and BDO. Thereafter, he received a demand letter dated December 17, 1996 from Alberto's counsel claiming the proceeds of the two missing checks. In return, his lawyer wrote a letter to Alberto, asking her to return the five missing checks. That he filed a case of qualified theft against Alberto and that he confirmed and affirmed all the statements stated in his complaint-affidavit.

When arraigned, Saulo entered a plea of not guilty. During the preliminary conference, the parties stipulated on the following facts:

1. The charge for qualified theft and falsification of commercial documents filed by the [petitioner] before the Office of the City Prosecutor of Pasig City was filed ahead of the perjury case;
2. The first resolution of the City Prosecutor of Mandaluyong City was for the filing of the Information for Estafa against the [private respondent] Alberto;
3. [Private respondent] Alberto was employed at Khumbmela products where the [petitioner] is the President; and
4. Sometime on October 18, 1996, [private respondent] Alberto filed her leave of absence. (Order dated September 2, 1998)¹³

Ruling of the MeTC

On April 27, 2015, the MeTC rendered a Decision convicting petitioner Saulo of the crimes charged. The dispositive portion reads:

¹³ CA rollo, p. 9.

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WHEREFORE, premises considered, the court hereby finds accused EDWIN L. SAULO:

1. GUILTY beyond reasonable doubt of two (2) counts of violation of B.P. Blg. 22 in Criminal Cases Nos. 33348-49. Accordingly, the Court hereby imposes upon him the penalty of fine in the amount of Eighty Three Thousand One Hundred Forty pesos (₱83,140.00), with subsidiary imprisonment in case of insolvency.

Accused Saulo is further ordered to pay private complainant Marsene Alberto the amount of Forty One Thousand Five Hundred Seventy pesos (₱41,570.00), with 6% legal interest per annum from the date of finality of this decision.

2. GUILTY beyond reasonable doubt, of the crime of perjury in Criminal Case No. 31929. Accordingly, the Court hereby imposes upon him the indeterminate penalty of three (3) months and one (1) day of *arresto mayor* as minimum, up to one year and one day of *prision correccional* as maximum.

SO ORDERED.¹⁴

The MeTC ruled that the prosecution was able to prove all the elements constituting the crime of Violation of B.P. 22. Saulo also admitted receiving the demand letter or the notice of dishonor from Alberto's counsel dated December 17, 1996. As to the charge of Perjury, the trial court held that: a) there was no doubt that Saulo executed and filed a complaint-affidavit charging Alberto of Qualified Theft and Falsification and Use of Public Document; b) the said affidavit was subscribed and sworn by Saulo before the City Prosecutor of Pasig City, an officer duly authorized to administer oath; c) his allegation that he did not have any business relationship with Alberto turned out to be false; and d) contrary to Saulo's claim, he actually issued five checks to Alberto as payment for the various amounts he borrowed.

Petitioner's motion for reconsideration of the above Decision was denied in the MeTC's Resolution dated July 13, 2015.¹⁵

Ruling of the RTC

Petitioner appealed his case before the RTC of Pasig City, Branch 268. The case was docketed as Criminal Case Nos. 157569-157570 (for Violation of B.P. 22) and Criminal Case No. 157571 (for Perjury). In its Decision dated December 22, 2015, the RTC affirmed the appealed MeTC Judgment, ruling thus:

¹⁴ Id. at 107-108.

¹⁵ Records, pp. 280-281.

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WHEREFORE, premises considered the challenged Decision of the Metropolitan Trial Court, Branch 71, Pasig City, in Criminal Cases Nos. 31929 and 333348-49 is hereby affirmed.¹⁶

Petitioner filed with the RTC a Motion for Reconsideration in which he argues that the court erred in finding the existence of the third element of the crime of perjury, which is the willful and deliberate assertion of falsehood. He contends that his mere receipt of the subject demand letter is not enough proof of his motive to have leverage to the impending cases that Alberto may have filed against him as regard the subject checks. However, the RTC, in an Order dated September 26, 2016, refused to reconsider its earlier Decision. The RTC stressed that:

The court maintains its findings that evidence presented by the parties established [Saulo's] motive to deliberately lie in his complaint-affidavit to have leverage to the impending cases that [Alberto] may file against him as regards the subject checks. This finding of guilt is bolstered by the fact that [Saulo] executed the subject complaint-affidavit charging [Alberto] with the crime of qualified theft and estafa, after he received the latter's demand letter dated December 17, 1996. [Alberto] was only being made accountable in that case of qualified theft and estafa for the checks being referred in the demand letter although in the subject complaint-affidavit of [Saulo], he alleges that, "the audit of the company's financial documents revealed among others, unauthorized check payments made to the order of 'cash' and were withdrawn by [Alberto].

Moreover, noteworthy is the fact that the prosecution witness, Leah Celso, testified that she was employed at Khumbmela Products until April 1997. She also testified that she was the one who prepared and released the subject checks which were supported by vouchers signed by her, [Alberto] and [Saulo]. She was still with the company when [Saulo] received [Alberto's] demand letter on December 17, 1996 and gained knowledge of the whereabouts of the subject checks. It was well within the authority and power of [Saulo] to verify from Ms. Celso the status of the said checks or the legality of [Alberto's] possession of the same. His failure to so verify negates bad faith and bolstered this Court's findings of his motive to deliberately lie on his complaint-affidavit.¹⁷

Aggrieved, petitioner filed a petition for review before the CA.

Ruling of the CA

The appellate court dwelt only on Saulo's conviction for the crime of Perjury. As pointed out by the Office of the Solicitor General (OSG) in its Comment, Saulo did not put as issue in his petition for review his conviction

¹⁶ CA rollo, p. 87.

¹⁷ Id. at 73.

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for Violation of B.P. 22, thus, his conviction for the two counts of Violation of B.P. 22 stands.

The CA found that all the elements of the crime of Perjury are present in this case, thus, it affirmed the conviction of petitioner. It ruled:

WHEREFORE, the present petition for review is DENIED. The December 22, 2015 Decision and September 26, 2016 Order of the Regional Trial Court (RTC) of Pasig City, Branch 268, in Criminal Case Nos. 157569-70 and 157571 are hereby AFFIRMED.

SO ORDERED.¹⁸

Petitioner's Motion for Reconsideration was also denied in the CA Resolution dated October 19, 2018, as no novel issue has been raised to warrant a reversal or modification of the challenged decision. According to the CA, petitioner's submission is undeniably a rehash of what he had earlier argued in his petition which had been squarely addressed in the assailed ruling and that a re-examination thereof is only risking repetition.

Petitioner is now before this Court assigning the following as errors:

1. WHETHER OR NOT THERE WAS DELIBERATE ASSERTION OF FALSEHOOD
2. WHETHER OR NOT PETITIONER COULD BE CONVICTED FOR VIOLATION OF B.P. 22.¹⁹

Petitioner contends that he did not willfully, knowingly and deliberately lie in claiming that he did not have business transactions with Alberto, Naval, and Masinag Lumber, as it was Alberto who negotiated the checks involved without his knowledge or of disclosing the same to him. He also avers that the two checks (BDO Check Nos. 0000157580 and 0000157581) were payable to cash instead of a specified person, a practice prohibited by the corporation, which Alberto is much aware of. Being the account/disbursing officer/operations manager, it is her primary duty to safeguard and preserve company funds and assets and prevent any unauthorized use/negotiation of corporate checks which he entrusted to her.

On the other hand, the respondent, through the OSG, argues that the issue as to whether petitioner deliberately and willfully asserted falsehood in his Complaint-Affidavit filed against Alberto is an issue that necessitates the

¹⁸ *Rollo*, p. 60.

¹⁹ *Id.* at 33.

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examination of the credibility and veracity of the testimonies of the witnesses, thus, undeniably a question of fact, not within the ambit of a petition for review on *certiorari*.

The Court's Ruling

For the case of Perjury

Well-entrenched is the rule that the Supreme Court's role in a petition under Rule 45 of the Rules of Court is limited to reviewing errors of law allegedly committed by the CA.²⁰ Factual findings of the trial courts, including its assessment of the credibility of the witnesses and the probative weight thereof, as well as the conclusions of the trial court based on its factual findings, are accorded high respect, if not conclusive effect, especially if such findings are affirmed by the CA. This is so because the trial court is able to observe at close range the demeanor and deportment of the witnesses as they testify. However, this rule does not apply if the trial court overlooked, misunderstood or misapplied some facts or circumstances which, if considered, will warrant a modification or reversal of the outcome of the case,²¹ which do not obtain here.

The issues as to whether or not the petitioner deliberately and willfully asserted falsehood in his Complaint-Affidavit necessitates the examination of the credibility and veracity of the witnesses. Consequently, it is undeniably a question of fact, not within the ambit of a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court.

Hence, the MeTC and RTC's factual findings as affirmed by the appellate court that petitioner deliberately and willfully assert falsehood in his complaint-affidavit is binding on us, as well as its findings of the presence of all the elements constituting the crime of Perjury. Indeed, the CA had sufficiently disposed of this issue as follows:

The elements of perjury under Article 183 of the Revised Penal Code (RPC) are (a) that the accused made a statement under oath or executed an affidavit upon a material matter; (b) that the statement or affidavit was made before a competent officer, authorized to receive and administer oath; (c) that in the statement or affidavit, the accused made a willful and deliberate assertion of a falsehood; and (d) that the sworn statement or affidavit containing the falsity is required by law or made for a legal purpose.

²⁰ *Tuazon v. Heirs of Bartolome Ramos*, 501 Phil. 695, 701 (2005).

²¹ *People v. Bulan*, 498 Phil. 586 (2005).

The **first element** of the crime of Perjury was sufficiently proven by the prosecution.

The term “material matter” under the first element pertains to the main fact subject of the inquiry, or any circumstance which tends to prove that fact, or any fact or circumstance which tends to corroborate or strengthen the testimony related to the subject of the inquiry, or which legitimately affects the credence of any witness who testified. Saulo executed a *Complaint-Affidavit* charging Alberto with Qualified Theft. The allegations in the subject *Complaint-Affidavit* have the material effect or tendency to influence the Prosecutor in the determination of the existence of probable cause for the filing of information before the court of justice. Saulo asserted therein, among others, that Alberto surreptitiously and unlawfully took five (5) checks drawn against Khumbmela’s account and thereafter illegally filled them up to defraud the company. The relevant portions of the *Complaint-Affidavit* categorically state:

3.10 Respondent Alberto abused the trust and confidence of the complainant corporation by surreptitiously and unlawfully taking the personal property of Khumbmela consisting of five (5) checks without its consent.

3.11 Worse, respondent Alberto illegally filled up the five (5) checks of the complainant corporation without any basis except to defraud the company and with the intention of causing damage to Khumbmela. Respondent Alberto filled up the amounts and dates on said checks without the authority of undersigned and with the sole purpose of attempting to defraud the company of the amounts placed therein.

It also bears noting that the effects of the statement are weighed in terms of potentiality rather than probability. The prosecution need not prove that the false testimony actually influenced the Commission.

Similarly, the presence of the **second** and **fourth elements** could hardly be denied. As found by the MeTC, the subject *Complaint-Affidavit* was subscribed and sworn to by Saulo himself before Assistant City Prosecutor Philip G. Labastida, an officer authorized to administer oath. The *Complaint-Affidavit* is required by law. It is necessary to institute a criminal action against Saulo pursuant to Section 1(a), Rule 110 of the Rules of Court, to wit:

Section 1. *Institution of criminal actions.* – Criminal action shall be instituted as follows:

(a) For offenses where a preliminary investigation is required pursuant to section 1 of Rule 112, by filing the complaint with the proper officer for the purpose of conducting the requisite preliminary investigation.

The **third element** requires that the accused must make a willful and deliberate assertion of a falsehood in the statement or affidavit. A mere assertion of a false objective fact, a falsehood, is not enough. The assertion must be deliberate and willful. Perjury being a felony by *dolo*, there must be malice on the part of the accused. Willfully means

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intentionally; with evil intent and legal malice, with the consciousness that the alleged perjurious statement is false with the intent that it should be received as a statement of what was true in fact. It is equivalent to knowingly [sic]. Deliberately implies meditated as distinguished from inadvertent acts. It must appear that the accused knows his statement to be false or as consciously ignorant of its truth.

This element is present here. We quote with approval the pertinent portions of the MeTC ruling as upheld by the RTC, thus:

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The testimonies of complainant Alberto and witness Celso essentially and categorically confirmed that accused Saulo borrowed from her on different dates P1,500,000.00, P12,270.00 and P29,300.00. As payment for the last two amounts, accused Saulo issued BDO check with No. 0000157[5]80 dated October 28, 1996 x x x and BDO check with no. 0000157581 dated November 20, 1996 x x x. Both checks were drawn from the account name of Khumbmela. The same witnesses were also one in saying that the said monies (P12,270.00 and P29,300.00) were loaned by accused Saulo for at that time he was having financial problems and the monies loaned were used to pay for the salary of the employees of the corporation and for the construction of the studio of accused Saulo. As to the P1,500,000.00, witness Celso confirmed the loan transaction by stating that the money was handed over to her in the presence of Vonnal Salvacion.

Witness Celso all the more bolstered these transactions when she affirmed that she, as the one preparing and releasing the checks whenever Carol Dela Cruz was absent, personally prepared the checks "payable to cash" x x x and after accused Saulo had signed them, she personally released them. She further attested that these checks issued by accused Saulo in favor of complainant Alberto were duly supported by vouchers signed by her, by complainant Alberto and accused Saulo.

It bears noting that witness Celso's testimony was straightforward, concise, candid and firm. She was not actuated by any ill or improper motive to falsely testify against accused Saulo. In fact, at the time she testified or executed her affidavit before the NBI on March 21, 1997, she was still employed at Khumbmela Products. As such, she could be properly described and considered as a disinterested person and a credible witness whose testimony must be given full faith and credit.²² (Emphases in the original)

For the case of Violation of B.P. 22

The OSG, in its Comment to the Petition for Review filed before this Court, emphasizes that petitioner's conviction for violation of B.P. 22 should stand, as the latter failed to question his conviction and even stated in his Amended Petition for Review filed before the appellate court and that he is

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Rollo, pp. 14-16.

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not veering away from liability for his act of issuing the subject corporate checks.

It is a settled rule that an appeal in a criminal case throws the whole case wide open for review and that it becomes the duty of the Court to correct such errors as may be found in the judgment appealed from, whether they are assigned as errors or not.²³

Petitioner was charged with Violation of B.P. 22 under the following provision:

SEC. 1. *Checks without sufficient funds.* – Any person who makes or draws and issues any check to apply on account or for value, knowing at the time of issue that he does not have sufficient funds in or credit with the drawee bank for the payment of such check in full upon its presentment, which check is subsequently dishonored by the drawee bank for insufficiency of funds or credit or would have been dishonored for the same reason had not the drawer, without any valid reason, ordered the bank to stop payment, shall be punished by imprisonment of not less than thirty days but not more than one (1) year or by a fine of not less than but not more than double the amount of the check which fine shall in no case exceed Two Hundred Thousand Pesos, or both such fine and imprisonment at the discretion of the court.

To be liable for violation of B.P. 22, the following essential elements must be present: (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 such 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.²⁴

Under B.P. 22, the mere issuance of a worthless check is already the offense in itself. In this case, we find no reason to depart from the trial courts' findings. All three elements are present here.

The first and third elements of B.P. 22 are undisputed. The prosecution was able to present the two original BDO checks with Check No. 157580 dated October 28, 1996 in the amount of ₱12,270.00 and Check No. 157581 dated November 20, 1996 in the amount of ₱29,300.00. These checks were dishonored upon presentation for payment for the reasons "Account Closed" and "Drawn against Insufficient Funds."

²³ *Ferrer v. People*, 518 Phil. 196, 220 (2006).

²⁴ *Navarra v. People*, 786 Phil. 439, 448 (2016).

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Petitioner also failed to rebut the statutory presumption of knowledge of insufficient funds, the second element, which attaches when the two checks were presented and dishonored by BDO within 90 days from its issuance and that petitioner failed to pay the amount of the check or make arrangement for its payment within five days from the time the written notice of dishonor was received by him on December 17, 1996. In his Complaint-Affidavit for Qualified Theft and Falsification filed against respondent before the Office of the City Prosecutor of Pasig, petitioner admitted that he indeed received the Notice of Dishonor on December 17, 1996. Incidentally, this Complaint-Affidavit was also the basis of respondent in filing this present case of perjury against petitioner.

Likewise, B.P. 22, also provides:

Where the check is drawn by a corporation, company or entity, the person or persons, who actually signed the check in behalf of such drawer shall be liable under this Act.

When a corporate officer issues a worthless check in the corporate name, he may be held personally liable for violating a penal statute. The statute imposes criminal penalties on anyone who with intent to defraud another of money or property draws or issues a check on any bank with knowledge that he has no sufficient funds in such bank to meet the check on presentment. Moreover, the personal liability of the corporate officer is predicated on the principle that he cannot shield himself from liability from his own acts on the ground that it was a corporate act and not his personal act.²⁵

Evidence showed that what was issued here were corporate checks issued against the account of Khumbmela. Petitioner admitted that he was the President of the said corporation and as testified by the prosecution witnesses, petitioner was the one signing the check for the corporation. Also, petitioner never disputed the authenticity and genuineness of his signatures in the two checks subject matter of these cases.

With regard to the penalty imposed and in view of our ruling in *Nacar v. Gallery Frames*,²⁶ We modify the rate of legal interest imposed. Pursuant to our ruling in *Nacar*, the sum of ₱41,570.00 due to respondent shall earn interest at the rate of 12% per annum from the filing of the Information until June 30, 2013 and thereafter, at the rate of 6% per annum from July 1, 2013 until finality of this Decision. The total amount owing to respondent shall

²⁵ *Gosiaco v. Ching*, 603 Phil. 457, 464-465 (2009).

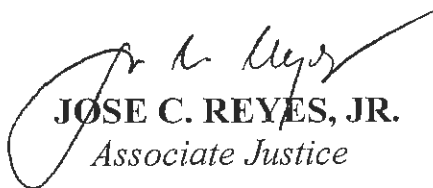
²⁶ 716 Phil. 267 (2013).

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further earn legal interest at the rate of 6% per annum from its finality until full payment.


WHEREFORE, the instant Petition for Review on *Certiorari* is **DENIED**. The assailed May 23, 2018 Decision and the October 19, 2018 Resolution of the Court of Appeals in CA G.R. CR No. 39251 are **AFFIRMED** with **MODIFICATION** in that petitioner Edwin L. Saulo is ordered to pay Marsene Alberto interest on the value of the checks at the rate of 12% per annum from the date the Information was filed on October 24, 1997 until June 30, 2013 and at the rate of 6% per annum from July 1, 2013 until finality of this judgment. The monetary award shall be subject to interest at the rate of 6% per annum from date of the finality of this judgment until full satisfaction of the same.

SO ORDERED.

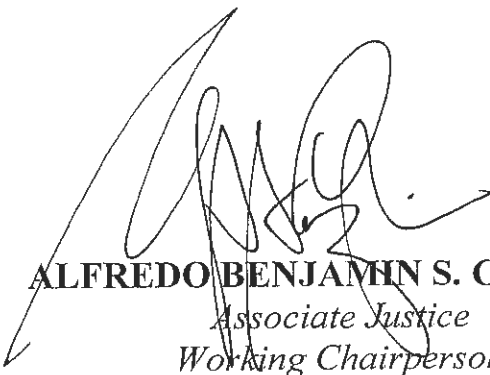


JOSE C. REYES, JR.
Associate Justice

WE CONCUR:



DIOSDADO M. PERALTA
Chief Justice
Chairperson



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Working Chairperson




AMY C. LAZARO-JAVIER
Associate Justice



MARIO V. LOPEZ
Associate Justice

CERTIFICATION

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


DIOSDADO M. PERALTA
Chief Justice

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