



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

CRISTINA B. CASTILLO,
Petitioner,

G.R. No. 191240

Present:

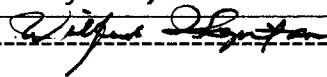
VELASCO, JR., J., *Chairperson*,
BRION,*
PERALTA,
VILLARAMA, JR.,** and
LEONEN, JJ.

- versus -

Promulgated:

PHILLIP R. SALVADOR,
Respondent.

July 30, 2014

X----------X

DECISION

PERALTA, J.:

Before us is a petition for review on *certiorari* which assails the Decision¹ dated February 11, 2010 of the Court of Appeals (CA) in CA-G.R. CR No. 30151 with respect only to the civil aspect of the case as respondent Phillip R. Salvador had been acquitted of the crime of *estafa*.

Respondent Phillip Salvador and his brother Ramon Salvador were charged with *estafa* under Article 315, paragraph 2 (a) of the Revised Penal Code in an Information² which reads:

* Designated Acting Member in lieu of Associate Justice Jose Catral Mendoza, per Raffle dated August 23, 2013.

** Designated Acting Member, per Special Order No. 1691 dated May 22, 2014, in view of the vacancy in the Third Division.

¹ Penned by Associate Justice Sesinando E. Villon, with Associate Justices Mario L. Guariña III and Franchito N. Diamante, concurring; *rollo*, pp. 62-90.

² Records, pp. 1-2.

That during the period from March 2001 up to May 2002, in the City of Las Piñas, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, conspiring and confederating together and both of them mutually helping and aiding one another, with intent to gain and by means of false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud, did then and there willfully, unlawfully and feloniously defraud the complainant CRISTINA B. CASTILLO, in the amount of US\$100,000.00 in the following manner, to wit: Respondents convinced the complainant to invest into the remittance business in the name of accused PHILLIP R. SALVADOR in Hongkong, representing to her that they will personally take charge of the operations and marketing of the said business, assuring her with huge profits because of the popularity of accused PHILLIP R. SALVADOR, knowing very well that the said manifestations/representations and fraudulent manifestations were false and were intended only to exact money from the Complainant, and by reason of the said false representations made by both accused, the Complainant gave and entrusted to the accused the amount of US\$100,000.00 as seed money to start the operations of the business and the said accused, once in the possession of the said amount of money, misappropriated, misapplied and/or converted the same to their own personal use and benefit, to the damage and prejudice of the Complainant in the aforementioned amount of US\$100,000.00.

CONTRARY TO LAW.³

Upon their arraignment, respondent and his brother Ramon pleaded not guilty⁴ to the offense charged.

Trial on the merits thereafter ensued.

Petitioner Cristina B. Castillo testified that she is engaged in real estate business, educational institution, boutique, and trading business.⁵ She met respondent through a common friend in December 2000 and became close since then. Respondent had told her that his friends, Jinggoy Estrada and Rudy Fernandez, were engaged in the freight and remittance business and that Jinggoy even brought him to Hong Kong and Singapore to promote the former's business.⁶ Petitioner eventually met respondent's brother and manager, Ramon Salvador, to whom she volunteered to financially help respondent in his bid for the Vice-Mayoralty race in Mandaluyong.⁷ It was also in the same meeting that they talked about the matter of engaging in a freight and remittance business.⁸ Respondent enticed petitioner to go to

³ *Id.*

⁴ *Id.* at 196 and 183, respectively.

⁵ TSN, August 1, 2005, pp. 6-7.

⁶ *Id.* at 20-21.

⁷ *Id.* at 21-22.

⁸ *Id.* at 23-24.

Hong Kong to see for herself the viability of such business and Ramon suggested to use respondent's name to attract the overseas contract workers.⁹

In March 2001, petitioner and her husband, together with respondent and a certain Virgilio Calubaquib went to Hong Kong and they witnessed respondent's popularity among the Filipino domestic helpers.¹⁰ In April 2001, the same group, with Ramon this time, went to Bangkok where respondent's popularity was again shown among the overseas Filipinos.¹¹ In both instances, respondent promoted their prospective business. In both trips, petitioner paid for all the travel expenses and even gave respondent US\$10,000.00 as pocket money for the Hong Kong trip and another US\$10,000.00 for the Bangkok trip.¹² Her accountant introduced her to a certain Roy Singun who is into the freight and money remittance business.¹³ In August 2001, respondent initiated a trip to Palau, to observe Singun's business thereat to which petitioner acceded.¹⁴ Petitioner paid for the travel expenses and even gave respondent US\$20,000.00.¹⁵ In October 2001, she and respondent had a training at Western Union at First World Center in Makati City.¹⁶

As petitioner had deeply fallen in love with respondent and since she trusted him very much as he even acted as a father to her children when her annulment was ongoing, she agreed to embark on the remittance business. In December 2001, she, accompanied by her mother, Zenaida G. Bondoc (Zenaida), and Ramon, went to Hong Kong and had the Phillip Salvador Freight and Remittance International Limited registered on December 27, 2001.¹⁷ A Memorandum of Articles of Incorporation and a Certificate of Incorporation were issued.¹⁸ They also rented an office space in Tsimshatsui, Kowloon, Hong Kong which they registered as their office address as a requirement for opening a business in Hong Kong, thus, a Notification of Situation of Registered Office was also issued.¹⁹ She agreed with respondent and Ramon that any profit derived from the business would be equally divided among them and that respondent would be in charge of promotion and marketing in Hong Kong, while Ramon would take charge of the operations of business in the Philippines and she would be financing the business.²⁰

⁹ *Id.* at 25.

¹⁰ *Id.* at 28-29.

¹¹ *Id.* at 29, 32.

¹² *Id.* at 27-28; 30-31.

¹³ *Id.* at 36.

¹⁴ *Id.* at 32-33.

¹⁵ *Id.* at 34.

¹⁶ *Id.* at 37.

¹⁷ *Id.* at 43-44.

¹⁸ *Id.*

¹⁹ *Id.* at 48-49.

²⁰ *Id.* at 51-52.

The business has not operated yet as petitioner was still raising the amount of US\$100,000.00 as capital for the actual operation.²¹ When petitioner already had the money, she handed the same to respondent in May 2002 at her mother's house in Las Piñas City, which was witnessed by her disabled half-brother Enrico B. Tan (*Enrico*).²² She also gave respondent ₱100,000.00 in cash to be given to Charlie Chau, who is a resident of Hong Kong, as payment for the heart-shaped earrings she bought from him while she was there. Respondent and Ramon went to Hong Kong in May 2002. However, the proposed business never operated as respondent only stayed in Hong Kong for three days. When she asked respondent about the money and the business, the latter told her that the money was deposited in a bank.²³ However, upon further query, respondent confessed that he used the money to pay for his other obligations.²⁴ Since then, the US\$100,000.00 was not returned at all.

On cross-examination, petitioner testified that she fell deeply in love with respondent and was convinced that he truly loved her and intended to marry her once there would be no more legal impediment;²⁵ that she helped in financing respondent's campaign in the May 2001 elections.²⁶ As she loved respondent so much, she gave him monthly allowances amounting to hundreds of thousands of pesos because he had no work back then.²⁷ She filed the annulment case against her husband on November 21, 2001 and respondent promised her marriage.²⁸ She claimed that respondent and Ramon lured her with sweet words in going into the freight and remittance business, which never operated despite the money she had given respondent.²⁹ She raised the US\$100,000.00 by means of selling and pawning her pieces of diamond jewelry.³⁰

Petitioner admitted being blinded by her love for respondent which made her follow all the advice given by him and his brother Ramon, *i.e.*, to save money for her and respondent's future because after the annulment, they would get married and to give the capital for the remittance business in cash so as not to jeopardize her annulment case.³¹ She did not ask for a receipt for the US\$100,000.00 she gave to respondent as it was for the operational expenses of a business which will be for their future, as all they needed to do was to get married.³² She further testified that after the

²¹ *Id.* at 52.

²² *Id.* at 53-54.

²³ TSN, August 1, 2005, p. 61.

²⁴ *Id.*

²⁵ TSN, September 7, 2005, p. 19.

²⁶ *Id.* at 13.

²⁷ *Id.* at 14.

²⁸ *Id.* at 19.

²⁹ *Id.* at 20.

³⁰ TSN, September 21, 2005, pp. 35-36.

³¹ *Id.* at 67.

³² *Id.* at 42.

US\$100,000.00 was not returned, she still deposited the amount of ₱500,000.00 in respondent's UCPB bank account³³ and also to Ramon's bank accounts.³⁴ And while respondent was in the United States in August 2003, she still gave him US\$2,000.00 as evidenced by a Prudential Telegraphic Transfer Application³⁵ dated August 27, 2003.

Petitioner's mother, Zenaida, corroborated her daughter's testimony that she was with her and Ramon when they went to Hong Kong in December 2001 to register the freight and remittance business.³⁶ She heard Charlie Chau, her daughter's friend, that a part of his office building will be used for the said remittance business.³⁷ Enrico Tan, also corroborated her sister's claim that she handed the money to respondent in his presence.³⁸

Respondent testified that he and petitioner became close friends and eventually fell in love and had an affair.³⁹ They traveled to Hong Kong and Bangkok where petitioner saw how popular he was among the Filipino domestic helpers,⁴⁰ which led her to suggest a remittance business. Although hesitant, he has friends with such business.⁴¹ He denied that petitioner gave him US\$10,000.00 when he went to Hong Kong and Bangkok.⁴² In July 2001, after he came back from the United States, petitioner had asked him and his brother Ramon for a meeting.⁴³ During the meeting, petitioner brought up the money remittance business, but Ramon told her that they should make a study of it first.⁴⁴ He was introduced to Roy Singun, owner of a money remittance business in Pasay City.⁴⁵ Upon the advise of Roy, respondent and petitioner, her husband and Ramon went to Palau in August 2001.⁴⁶ He denied receiving US\$20,000.00 from petitioner but admitted that it was petitioner who paid for the plane tickets.⁴⁷ After their Palau trip, they went into training at Western Union at the First World Center in Makati City.⁴⁸ It was only in December 2001 that Ramon, petitioner and her mother went to Hong Kong to register the business, while he took care of petitioner's children here.⁴⁹ In May 2002, he and Ramon went back to Hong Kong but denied having received the amount of US\$100,000.00 from petitioner but then admitted receipt of the amount of

³³ *Id.* at 4-6.

³⁴ *Id.* at 6-8.

³⁵ *Id.* at 9.

³⁶ TSN, September 28, 2005, p. 6.

³⁷ *Id.* at 12-13.

³⁸ TSN, October 7, 2005, pp. 12-18.

³⁹ TSN, January 20, 2006, p. 22.

⁴⁰ *Id.* at 24-25; 28.

⁴¹ *Id.* at 26-27.

⁴² *Id.*

⁴³ *Id.* at 34-35.

⁴⁴ *Id.* at 36.

⁴⁵ *Id.* at 37.

⁴⁶ *Id.* at 39.

⁴⁷ *Id.* at 40.

⁴⁸ *Id.* at 41-42.

⁴⁹ *Id.* at 44-46.

₱100,000.00 which petitioner asked him to give to Charlie Chau as payment for the pieces of diamond jewelry she got from him,⁵⁰ which Chau had duly acknowledged.⁵¹ He denied Enrico's testimony that petitioner gave him the amount of US\$100,000.00 in his mother's house.⁵² He claimed that no remittance business was started in Hong Kong as they had no license, equipment, personnel and money to operate the same.⁵³ Upon his return to the Philippines, petitioner never asked him about the business as she never gave him such amount.⁵⁴ In October 2002, he intimated that he and petitioner even went to Hong Kong again to buy some goods for the latter's boutique.⁵⁵ He admitted that he loved petitioner and her children very much as there was a time when petitioner's finances were short, he gave her ₱600,000.00 for the enrollment of her children in very expensive schools.⁵⁶ It is also not true that he and Ramon initiated the Hong Kong and Bangkok trips.⁵⁷

Ramon testified that it was his brother respondent who introduced petitioner to him.⁵⁸ He learned of petitioner's plan of a remittance business in July 2001 and even told her that they should study it first.⁵⁹ He was introduced to Roy Singun who operates a remittance business in Pasay and who suggested that their group observe his remittance business in Palau. After their Palau trip, petitioner decided to put up a similar business in Hong Kong and it was him who suggested to use respondent's name because of name recall.⁶⁰ It was decided that he would manage the operation in Manila and respondent would be in charge of promotion and marketing in Hong Kong, while petitioner would be in charge of all the business finances.⁶¹ He admitted that he went to Hong Kong with petitioner and her mother to register said business and also to buy goods for petitioner's boutique.⁶² He said that it was also impossible for Chau to offer a part of his office building for the remittance business because there was no more space to accommodate it.⁶³ He and respondent went to Hong Kong in May 2002 to examine the office recommended by Chau and the warehouse of Rudy Fernandez thereat who also offered to help.⁶⁴ He then told Chau that the remittance office should be in Central Park, Kowloon, because majority of the Filipinos in Hong Kong live there.⁶⁵ He concluded

⁵⁰ *Id.* at 47-48.

⁵¹ *Id.* at 49.

⁵² *Id.* at 50.

⁵³ *Id.* at 59.

⁵⁴ *Id.* at 60.

⁵⁵ *Id.* at 61.

⁵⁶ *Id.* at 62-63.

⁵⁷ *Id.* at 64.

⁵⁸ *Id.* at 125.

⁵⁹ *Id.* at 130-131.

⁶⁰ *Id.* at 133-134.

⁶¹ *Id.* at 135-136.

⁶² *Id.* at 137-138.

⁶³ *Id.* at 139-140.

⁶⁴ *Id.* at 141.

⁶⁵ *Id.* at 143.

that it was impossible for the business to operate immediately because they had no office, no personnel and no license permit.⁶⁶ He further claimed that petitioner never mentioned to him about the US\$100,000.00 she gave to respondent,⁶⁷ and that he even traveled again with petitioner to Bangkok in October 2002, and in August 2003.⁶⁸ He denied Enrico's allegation that he saw him at his mother's house as he only saw Enrico for the first time in court.⁶⁹

On April 21, 2006, the RTC rendered a Decision,⁷⁰ the dispositive portion of which reads:

WHEREFORE, accused PHILLIP SALVADOR is found GUILTY beyond reasonable doubt of the crime of Estafa under Article 315, par. 2 (a) of the Revised Penal Code and is hereby sentenced to suffer the indeterminate sentence of four (4) years, two (2) months and one (1) day of *prisyon (sic) correctional (sic)* maximum as minimum to twenty (20) years of *reclusion temporal maximum* as maximum and to indemnify the private complainant in the amount of ONE HUNDRED THOUSAND DOLLARS (US\$100,000.00) or its equivalent in Philippine currency.

With respect to accused RAMON SALVADOR, he is ACQUITTED for insufficiency of evidence.

SO ORDERED.⁷¹

Respondent appealed his conviction to the CA. The parties filed their respective pleadings, after which, the case was submitted for decision.

On February 11, 2010, the CA rendered its Decision reversing the decision of the RTC, the decretal portion of which reads:

WHEREFORE, premises considered, the appealed decision of Branch 202 of the RTC of Las Piñas City, dated April 21, 2006, is hereby REVERSED AND SET ASIDE and accused appellant PHILLIP R. SALVADOR is ACQUITTED of the crime of Estafa.⁷²

Petitioner files the instant petition on the civil aspect of the case alleging that:

⁶⁶ *Id.* at 145.

⁶⁷ *Id.*

⁶⁸ *Id.* at 146-147.

⁶⁹ *Id.* at 147.

⁷⁰ *Rollo*, pp. 91-114; Per Judge Elizabeth Yu-Guray.

⁷¹ *Id.* at 113-114.

⁷² *Id.* at 90.

THE TRIAL COURT WAS CORRECT IN CONVICTING THE RESPONDENT SO THAT EVEN IF THE COURT OF APPEALS DECIDED TO ACQUIT HIM IT SHOULD HAVE AT LEAST RETAINED THE AWARD OF DAMAGES TO THE PETITIONER.⁷³

We find no merit in the petition.

To begin with, in *Manantan v. CA*,⁷⁴ we discussed the consequences of an acquittal on the civil liability of the accused as follows:

Our law recognizes two kinds of acquittal, with different effects on the civil liability of the accused. First is an acquittal on the ground that the accused is not the author of the act or omission complained of. This instance closes the door to civil liability, for a person who has been found to be not the perpetrator of any act or omission cannot and can never be held liable for such act or omission. There being no *delict*, civil liability *ex delicto* is out of the question, and the civil action, if any, which may be instituted must be based on grounds other than the *delict* complained of. This is the situation contemplated in Rule III of the Rules of Court. The second instance is an acquittal based on reasonable doubt on the guilt of the accused. In this case, even if the guilt of the accused has not been satisfactorily established, he is not exempt from civil liability which may be proved by preponderance of evidence only. This is the situation contemplated in Article 29 of the Civil Code, where the civil action for damages is “for the same act or omission.” x x x.⁷⁵

A reading of the CA decision would show that respondent was acquitted because the prosecution failed to prove his guilt beyond reasonable doubt. Said the CA:

The evidence for the prosecution being insufficient to prove beyond reasonable doubt that the crime as charged had been committed by appellant, the general presumption, “that a person is innocent of the crime or wrong, stands in his favor. The prosecution failed to prove that all the elements of estafa are present in this case as would overcome the presumption of innocence in favor of appellant. For in fact, the prosecution's primary witness herself could not even establish clearly and precisely how appellant committed the alleged fraud. She failed to convince us that she was deceived through misrepresentations and/or insidious actions, in venturing into a remittance business. Quite the contrary, the obtaining circumstance in this case indicate the weakness of her submissions.⁷⁶

⁷³ *Id.* at 33-34.

⁷⁴ 403 Phil. 298 (2001).

⁷⁵ *Id.* at 308-309. (Citations omitted)

⁷⁶ *Rollo*, p. 86.

Thus, since the acquittal is based on reasonable doubt, respondent is not exempt from civil liability which may be proved by preponderance of evidence only. In *Encinas v. National Bookstore, Inc.*,⁷⁷ we explained the concept of preponderance of evidence as follows:

x x x Preponderance of evidence is the weight, credit, and value of the aggregate evidence on either side and is usually considered to be synonymous with the term “greater weight of the evidence” or “greater weight of the credible evidence.” Preponderance of evidence is a phrase which, in the last analysis, means probability of the truth. It is evidence which is more convincing to the court as worthy of belief than that which is offered in opposition thereto.⁷⁸

The issue of whether petitioner gave respondent the amount of US\$100,000.00 is factual. While we are not a trier of facts, there are instances, however, when we are called upon to re-examine the factual findings of the trial court and the Court of Appeals and weigh, after considering the records of the case, which of the conflicting findings is more in accord with law and justice.⁷⁹ Such is the case before us.

In discrediting petitioner’s allegation that she gave respondent US\$100,000.00 in May 2002, the CA found that: (1) petitioner failed to show how she was able to raise the money in such a short period of time and even gave conflicting versions on the source of the same; (2) petitioner failed to require respondent to sign a receipt so she could have a record of the transaction and offered no plausible reason why the money was allegedly hand-carried to Hong Kong; (3) petitioner’s claim of trust as reason for not requiring respondent to sign a receipt was inconsistent with the way she conducted her previous transactions with him; and (4) petitioner’s behavior after the alleged fraud perpetrated against her was inconsistent with the actuation of someone who had been swindled.

We find no reversible error committed by the CA in its findings.

Petitioner failed to prove on how she raised the money allegedly given to respondent. She testified that from December 2001 to May 2002, she was raising the amount of US\$100,000.00 as the capital for the actual operation of the Phillip Salvador Freight and Remittance International Limited in Hong Kong,⁸⁰ and that she was able to raise the same in May 2002.⁸¹ She

⁷⁷ 485 Phil. 683 (2004).

⁷⁸ *Encinas v. National Bookstore, Inc.*, *supra*, at 695. (Citations omitted)

⁷⁹ *First Metro Investment Corporation v. Este del Sol Mountain Reserve, Inc.*, 420 Phil. 902, 914 (2001).

⁸⁰ TSN, August 1, 2005, p. 52.

⁸¹ *Id.* at 53.

did so by selling⁸² or pawning⁸³ her pieces of diamond jewelry. However, there was no documentary evidence showing those transactions within the period mentioned. Upon further questioning on cross-examination on where she got the money, she then said that she had plenty of dollars as she is a frequent traveler to Hong Kong and Bangkok to shop for her boutique in Glorietta and Star Mall.⁸⁴ Such testimony contradicts her claim that she was still raising the money for 5 months and that she was only able to formally raise the money in May 2002.

There was also no receipt that indeed US\$100,000.00 was given by petitioner to respondent. Petitioner in her testimony, both in the direct and cross examinations, said that the US\$100,000.00 given to respondent was for the actual expenses for setting up the office and the operation of the business in Hong Kong.⁸⁵ She claimed that she treated the freight and remittance business like any of her businesses;⁸⁶ that she, respondent, and the latter's brother even agreed to divide whatever profits they would have from the business;⁸⁷ and that giving US\$100,000.00 to respondent was purely business to her.⁸⁸ She also said that she kept records of all her business, such that, if there are no records, there are no funds entrusted⁸⁹. Since petitioner admitted that giving the money to respondent was for business, there must be some records of such transaction as what she did in her other businesses.

In fact, it was not unusual for petitioner to ask respondent for some documents evidencing the latter's receipt of money for the purpose of business as this was done in her previous business dealings with respondent. She had asked respondent to execute a real estate mortgage on his condominium unit⁹⁰ for the ₱5 million she loaned him in August 2001. Also, when petitioner gave respondent an additional loan of ₱10 million in December 2001, for the latter to redeem the title to his condominium unit from the bank, she had asked him to sign an acknowledgment receipt for the total amount of ₱15 million he got from her.⁹¹ She had done all these despite her testimony that she trusted respondent from the day they met in December 2000 until the day he ran away from her in August 2003.⁹²

⁸² TSN, September 7, 2005, p. 67.

⁸³ TSN, September 21, 2005, p. 28.

⁸⁴ *Id.* at 37.

⁸⁵ TSN, September 7, 2005, p. 28.

⁸⁶ *Id.* at 29.

⁸⁷ TSN, August 1, 2005, p. 189.

⁸⁸ *Id.*

⁸⁹ *Id.* at 34.

⁹⁰ *Id.* at 37-38.

⁹¹ *Id.* at 40-41.

⁹² *Id.* at 37.

Petitioner insists that she did not ask for any acknowledgment receipt from respondent, because the latter told her not to have traces that she was giving money to him as it might jeopardize her then ongoing annulment proceedings. However, petitioner's testimony would belie such claim of respondent being cautious of the annulment proceedings. She declared that when she and her husband separated, respondent stood as a father to her children.⁹³ Respondent attended school programs of her children,⁹⁴ and fetched them from school whenever the driver was not around.⁹⁵ In fact, at the time the annulment case was already pending, petitioner registered the freight and remittance business under respondent's name and the local branch office of the business would be in petitioner's condominium unit in Makati.⁹⁶ Also, when petitioner went with her mother and Ramon to Hong Kong to register the business, it was respondent who took care of her children. She intimated that it was respondent who was insistent in going to their house.

Worthy to mention is that petitioner deposited the amount of ₱500,000.00 to respondent's account with United Coconut Planters Bank (UCPB) in July 2003.⁹⁷ Also, when respondent was in New York in August 2003, petitioner sent him the amount of US\$2,000.00 by telegraphic transfer.⁹⁸ Petitioner's act of depositing money to respondent's account contradicted her claim that there should be no traces that she was giving money to respondent during the pendency of the annulment case.

Petitioner conceded that she could have either bought a manager's check in US dollars from the bank or send the money by bank transfer, but she did not do so on the claim that there might be traces of the transaction.⁹⁹ However, the alleged US\$100,000.00 was supposed to be given to respondent because of the freight and remittance business; thus, there is nothing wrong to have a record of the same, specially since respondent had to account for the valid expenses he incurred with the money.¹⁰⁰

The testimony of Enrico, petitioner's brother, declaring that he was present when petitioner gave respondent the US\$100,000.00 did not help. Enrico testified that when petitioner filed the instant case in September 2004, another case was also filed by petitioner against respondent and his brother Ramon in the same City Prosecutor's office in Las Piñas where Enrico had submitted his affidavit. Enrico did not submit an affidavit in this case even when he allegedly witnessed the giving of the money to

⁹³ TSN, August 1, 2005, p. 39.

⁹⁴ *Id.*

⁹⁵ *Id.* at 34.

⁹⁶ TSN, September 21, 2005, p. 46.

⁹⁷ *Id.* at 4-5.

⁹⁸ *Id.* at 9.

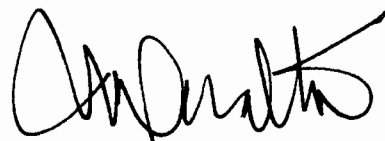
⁹⁹ *Id.* at 35-36.

¹⁰⁰ TSN, September 7, 2005, p. 34.

respondent as petitioner told him that he could just testify for the other case. However, when the other case was dismissed, it was then that petitioner told him to be a witness in this case. Enrico should have been considered at the first opportunity if he indeed had personal knowledge of the alleged giving of money to respondent. Thus, presenting Enrico as a witness only after the other case was dismissed would create doubt as to the veracity of his testimony.

WHEREFORE, the petition for review is **DENIED**. The Decision dated February 11, 2010, of the Court of Appeals in CA-G.R. CR No. 30151, is hereby **AFFIRMED**.

SO ORDERED.



DIOSDADO M. PERALTA
Associate Justice

WE CONCUR:



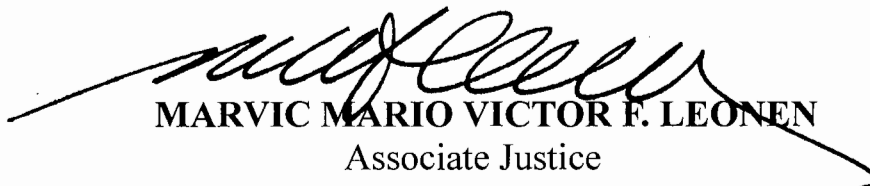
PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson



ARTURO D. BRION
Associate Justice



MARTIN S. VILLARAMA, JR.
Associate Justice



MARVIC MARIO VICTOR F. LEONEN
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, Third Division

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.



MARIA LOURDES P. A. SERENO

Chief Justice