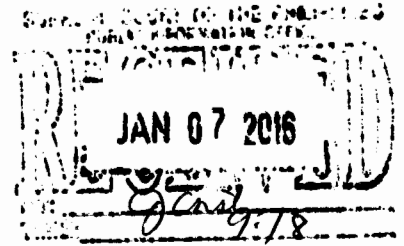




Republic of the Philippines
 Supreme Court
 Manila

FIRST DIVISION



DOLORES DIAZ,
 Petitioner,

G.R. No. 208113

Present:

- versus -

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

**PEOPLE OF THE
 PHILIPPINES and
 LETICIA S. ARCILLA,**
 Respondents.

Promulgated:

DEC 02 2015

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DECISION

PERLAS-BERNABE, J.:

Before the Court is a petition for review on *certiorari*¹ assailing the Decision² dated January 30, 2013 and the Resolution³ dated July 10, 2013 of the Court of Appeals (CA) in CA-G.R. CV No. 97571, which directed petitioner Dolores Diaz (petitioner) to pay respondent Leticia S. Arcilla, (respondent) the amount of ₱32,000.00, with legal interest at the rate of six percent (6%) per annum (p.a.) from July 28, 1998 until finality of the decision and thereafter, interest at the rate of twelve percent (12%) p.a. on the outstanding balance until full satisfaction.

¹ *Rollo*, pp. 10-24.

² *Id.* at 37-43. Penned by Associate Justice Franchito N. Diamante with Associate Justices Celia C. Librea-Leagogo and Melchor Q.C. Sadang concurring.

³ *Id.* at 45-46.

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The Facts

On March 11, 1999, an Information⁴ for *estafa* was filed against petitioner before the Regional Trial Court of Manila, Branch 5 (RTC) for her alleged failure to return or remit the proceeds from various merchandise valued at ₱32,000.00 received by her in trust – *i.e.*, on consignment basis – from respondent.⁵ During arraignment, petitioner entered a negative plea. Thereafter, trial on the merits ensued.⁶

The prosecution anchored its case on the testimony of respondent who claimed to be a businesswoman engaged in the business of selling goods/merchandise through agents (one of whom is petitioner) under the condition that the latter shall turn over the proceeds or return the unsold items to her a month after they were entrusted. Respondent averred that on February 20, 1996, she entrusted merchandise consisting of umbrellas and bath towels worth ₱35,300.00 to petitioner⁷ as evidenced by an acknowledgment receipt⁸ dated February 20, 1996 duly signed by the latter. However, on March 20, 1996, petitioner was only able to remit the amount of ₱3,300.00⁹ and thereafter, failed to make further remittances and ignored respondent's demands to remit the proceeds or return the goods.¹⁰

In her defense, petitioner admitted having previous business dealings with respondent but not as an agent. She clarified that she was a client who used to buy purchase order cards (POCs) and gift checks (GCs) from respondent on installment basis and that, during each deal, she was made to sign a blank sheet of paper prior to the issuance of POCs and GCs. She further claimed that their last transaction was conducted in 1995, which had long been settled. However, she denied having received ₱32,000.00 worth of merchandise from respondent on February 20, 1996.¹¹

The RTC Ruling

In a Decision¹² dated June 29, 2011, the RTC acquitted petitioner of the charge of *estafa* but held her civilly liable to pay respondent the amount of ₱32,000.00, with interest from the filing of the Information on March 11, 1999 until fully paid, and to pay the costs.

⁴ Records, pp. 1-2.

⁵ *Rollo*, p. 33.

⁶ *Id.* at 13.

⁷ *Id.* at 38.

⁸ Records, p. 92.

⁹ *Id.*

¹⁰ See demand letter dated July 28, 1998; *id.* at 93.

¹¹ *Rollo*, p. 39.

¹² *Id.* at 31-35. Penned by Acting Judge Amor A. Reyes.

The RTC found that the prosecution failed to establish any intent on the part of the petitioner to defraud respondent and, thus, could not be held criminally liable.¹³ However, it adjudged petitioner civilly liable “having admitted that she received the [GCs] in the amount of ₱32,000.00.” In this relation, it further considered the relationship of respondent and petitioner as in the nature of a principal-agent which renders the agent civilly liable only for damages which the principal may suffer due to the non-performance of his duty under the agency.¹⁴

With the foregoing pronouncement, petitioner elevated the civil aspect of the case before the CA on appeal, docketed as CA-G.R. CV No. 97571.

The CA Ruling

In a Decision¹⁵ dated January 30, 2013, the CA upheld petitioner’s civil liability.

It ruled that respondent was able to establish by preponderance of evidence her transaction with petitioner, as well as the latter’s failure to remit the proceeds of the sale of the merchandise worth ₱32,000.00, or to return the same to respondent in case the items were not sold, the fact of which having been substantiated by the acknowledgment receipt dated February 20, 1996.¹⁶ To this, the CA rejected petitioner’s attempt to discredit the said receipt which she denied executing on the ground that she was only made to sign blank documents, finding that even if petitioner was indeed made to sign such blank documents, such was merely a safety precaution employed by respondent in the event the former reneges on her obligation.¹⁷

However, the CA modified the award of interests by reckoning the same from the time of extrajudicial demand on July 28, 1998.¹⁸ Accordingly, it directed petitioner to pay respondent the amount of ₱32,000.00 with legal interest at the rate of 6% p.a. from July 28, 1998 until finality of the decision and thereafter, at the rate of 12% p.a. on the outstanding balance until full satisfaction.

Dissatisfied, petitioner filed a motion for reconsideration¹⁹ which was denied in a Resolution²⁰ dated July 10, 2013; hence, this petition.

¹³ Id. at 34.

¹⁴ Id. at 35.

¹⁵ Id. at 37-43.

¹⁶ Id. at 40-41.

¹⁷ Id. at 40-41.

¹⁸ Id. at 42.

¹⁹ CA *rollo*, pp. 45-49.

²⁰ *Rollo*, pp. 45-46.

The Issue Before the Court

The essential issue for the Court's resolution is whether or not the CA committed reversible error in finding petitioner civilly liable to respondent.

The Court's Ruling

The petition lacks merit.

At the outset, it is noteworthy to mention that the extinction of the penal action does not carry with it the extinction of the civil liability where the acquittal is based on reasonable doubt as only preponderance of evidence, or "greater weight of the credible evidence," is required.²¹ Thus, an accused acquitted of *estafa* may still be held civilly liable where the facts established by the evidence so warrant,²² as in this case.

In upholding the civil liability of petitioner, the CA did not dwell into the purported admission of petitioner anent her receipt of GCs in the amount of ₱32,000.00 as found by the RTC. Instead, the CA hinged its ruling²³ on the acknowledgment receipt²⁴ dated February 20, 1996, the documentary evidence that respondent had duly identified²⁵ and formally offered²⁶ in the course of these proceedings.

For her part, petitioner denied having entered into the subject transaction with respondent, claiming that she: (a) had not transacted with respondent as to other goods, except GCs²⁷ and POCs;²⁸ (b) was made to sign two (2) one-half sheets of paper and a trust receipt in blank prior to the issuance of the GCs and POCs,²⁹ and (c) was not able to retrieve the same after paying her obligation to respondent.³⁰

The Court agrees with the CA.

²¹ *Lim v. Mindanao Wines & Liquor Galleria*, G.R. No. 175851, July 4, 2012, 675 SCRA 628, 639-640.

²² *Tabaniag v. People*, 607 Phil. 429, 445 (2009).

²³ *Rollo*, pp. 40-41.

²⁴ Records, p. 92.

²⁵ Transcript of Stenographic Notes (TSN), July 18, 2000, pp. 7-8.

²⁶ Id. at 7.

²⁷ TSN, April 29, 2002, pp. 9 and 12.

²⁸ Id. at 4.

²⁹ Id. at 3-4.

³⁰ TSN, June 17, 2002, p. 12.

Petitioner's claim that she was required to sign two (2) one-half sheets of paper and a trust receipt in blank³¹ during her transactions with respondent, which she allegedly failed to retrieve after paying her obligations,³² is a bare allegation that cannot be given credence. It is well-settled that "[h]e who alleges a fact has the burden of proving it and a mere allegation is not evidence."³³

On the contrary, the CA correctly found that respondent was able to prove by preponderance of evidence the fact of the transaction, as well as petitioner's failure to remit the proceeds of the sale of the merchandise worth ₱32,000.00, or to return the same to respondent in case such merchandise were not sold. This was established through the presentation of the acknowledgment receipt³⁴ dated February 20, 1996, which, as the document's name connotes, shows that petitioner acknowledged receipt from respondent of the listed items with their corresponding values, and assumed the obligation to return the same on March 20, 1996 if not sold.³⁵

In this relation, it should be pointed out that under Section 3 (d), Rule 131 of the Rules of Court, the legal presumption is that a person takes ordinary care of his concerns. To this, case law dictates that the natural presumption is that one does not sign a document without first informing himself of its contents and consequences.³⁶ Further, under Section 3 (p) of the same Rule, it is equally presumed that private transactions have been fair and regular.³⁷ This behooves every contracting party to learn and know the contents of a document before he signs and delivers it.³⁸ The effect of a presumption upon the burden of proof is to create the need of presenting evidence to overcome the *prima facie* case created, thereby which, if no contrary proof is offered, will prevail.³⁹ In this case, petitioner failed to present any evidence to controvert these presumptions. Also, respondent's possession of the document pertaining to the obligation strongly buttresses her claim that the same has not been extinguished.⁴⁰ Preponderance of evidence only requires that evidence be greater or more convincing than the opposing evidence.⁴¹ All things considered, the evidence in this case clearly preponderates in respondent's favor.

³¹ TSN, April 29, 2002, p. 4.

³² TSN, June 17, 2002, p. 12.

³³ *Luxuria Homes, Inc. v. CA*, 361 Phil. 989, 1000 (1999).

³⁴ Records, p. 92.

³⁵ Id.

³⁶ *Allied Banking Corp. v. CA*, 527 Phil. 46, 56-57 (2006).

³⁷ Id.

³⁸ *Olbes v. China Banking Corporation*, 519 Phil. 315, 322 (2006).

³⁹ *Lastrilla v. Granda*, 516 Phil. 667, 686 (2006).


⁴⁰ See *Bank of the Phil. Islands v. Sps. Royeca*, 581 Phil. 188, 197 (2008).

⁴¹ *Duarte v. Duran*, 673 Phil. 241, 243 (2011).


In fine, the CA's ruling on petitioner's civil liability is hereby sustained. In line, however, with the amendment introduced by the Bangko Sentral ng Pilipinas Monetary Board in BSP-MB Circular No. 799,⁴² series of 2013, there is a need to partially modify the same in that the interest accruing from the time of the finality of this Decision should be imposed at the lower rate of six percent (6%) p.a., and not twelve percent (12%) p.a. as imposed by the CA.

WHEREFORE, the petition is **DENIED**. The Decision dated January 30, 2013 and the Resolution dated July 10, 2013 of the Court of Appeals in CA-G.R. CV No. 97571 are hereby **AFFIRMED** with **MODIFICATION**, directing petitioner Dolores Diaz to pay respondent Leticia S. Arcilla the amount of ₱32,000.00 with legal interest at the rate of six percent (6%) per annum from July 28, 1998 until full payment.

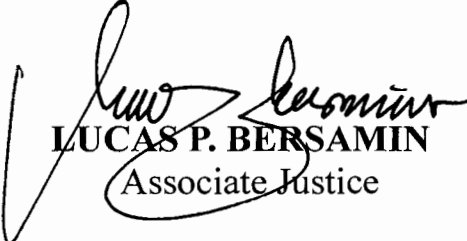
SO ORDERED.


ESTELA M. PERLAS-BERNABE
 Associate Justice

WE CONCUR:


MARIA LOURDES P. A. SERENO
 Chief Justice
 Chairperson


TERESITA J. LEONARDO-DE CASTRO
 Associate Justice


LUCAS P. BERSAMIN
 Associate Justice


JOSE PORTUGAL PEREZ
 Associate Justice

⁴² Rate of interest in the absence of stipulation; dated June 21, 2013.

CERTIFICATION

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



MARIA LOURDES P. A. SERENO
Chief Justice