Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

ANITA CAPULONG,
Petitioner,

- *versus* -

PEOPLE OF THE PHILIPPINES,
Respondent.

G.R. No. 199907

Present:

CARPIO, *J.*, *Chairperson*,
PERALTA,
MENDOZA,
PERLAS-BERNABE,* and
LEONEN,** *JJ.*

Promulgated:

27 FEB 2017

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DECISION

PERALTA, *J.*:

This petition for review on *certiorari* under Rule 45 of the Rules of Court (*Rules*) seeks to annul the November 12, 2010 Decision[1] and December 22, 2011 Resolution[2] of the Court of Appeals (*CA*) in CA-G.R. CR No. 28713, the dispositive portion of which states:

> **WHEREFORE,** premises considered, the Decision dated August 1, 2003 of the Regional Trial Court (RTC), Third Judicial Region, Branch 86 of Cabanatuan City, convicting Appellant Anita Capulong of the crime of Estafa as defined and penalized under Article 315, par. 3(c) of the Revised Penal Code is hereby **AFFIRMED with MODIFICATION,** in that the Appellant is sentenced to an indeterminate prison term of four (4)

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* Designated Fifth Member in lieu of Associate Justice Francis H. Jardeleza, per Special Order No. 2416-V, dated January 4, 2017. (On official leave)

** On official leave.

1 Penned by Associate Justice Jose C. Reyes, Jr., with Associate Justices Antonio L. Villamor and Jane Aurora C. Lantion, concurring; *rollo*, pp. 753-766.

2 *Rollo*, pp. 767-768.

years and two (2) months of *prision correccional*, as minimum, to twenty years (20) of *reclusion temporal*, as maximum.

SO ORDERED.[3]

In an Information filed on February 28, 1995, petitioner Anita Capulong (*Anita*) and her husband, Fernando Capulong (*Fernando*), (*Spouses Capulong*) were accused of the crime of Estafa, committed as follows:

> That on or about the 10th day of December, 1990, in Cabanatuan City, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused Spouses Fernando Capulong and Anita M. Capulong, having previously chattel mortgaged their Isuzu truck with Plate No. PLV-227 in the amount of ₱700,000.00 in favor of one FRANCISCA P. DE GUZMAN, with grave abuse of confidence, with intent to defraud and in conspiracy with each other, did then and there willfully, unlawfully and feloniously induce, thru false representation, said Francisca P. de Guzman to lend back to them the Registration Certificate and the Official Receipt of Payment of registration fees of the above mortgaged truck under the pretext that they would use said documents in applying for additional loan and/or show said documents to somebody interested to buy said truck, but said accused once in possession of said documents, instead of doing so and with intent to cause damage, concealed or destroyed the above-described registration certificate and the official receipt, thereby preventing Francisca P. de Guzman from registering said chattel mortgage with the Land Transportation Office; that thereafter, herein accused even replaced the motor of subject truck with a different one, to the damage and prejudice of Francisca P. de Guzman in the aforestated amount of ₱700,000.00 as she was unable to register, much less foreclose, said chattel mortgage with the LTO because the motor number of the mortgaged truck indicated in the chattel mortgage was already different from the number of the new motor installed in said truck.
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> CONTRARY TO LAW.[4]

The Spouses Capulong pleaded not guilty in their arraignment.[5] Trial on the merits ensued.

Private complainant Francisca P. de Guzman (*De Guzman*), who was a relative[6] and neighbor of the Spouses Capulong, was presented as the lone witness for the prosecution. She testified that, on August 7, 1990, the accused obtained from her an amount of ₱700,000.00. As stipulated in the

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3 *Id.* at 765-766. (Emphasis in the original)

4 Records, pp. 1-2.

5 *Id.* at 209 .

6 According to Anita Capulong, Francisca P. de Guzman, or "Tia Pacing," is the first cousin of her mother-in-law, Carolina Bautista Aliño, TSN, August 17, 2001, pp. 6-7.

Promissory Note,[7] said amount, plus an agreed interest of 3% per month, would be paid by June 7, 1991. As a security for the loan, the Spouses Capulong executed a Chattel Mortgage with Power of Attorney[8] over their ten-wheeler Isuzu cargo truck, the original Official Receipt and Certificate of Registration (*OR-CR*)[9] of which were likewise delivered to De Guzman. On December 10, 1990, Anita requested to borrow the OR-CR for a week, excusing that she would apply for the amendment of the registration certificate to increase the weight or load capacity of the truck and show it to a prospective buyer. De Guzman was hesitant at first since the chattel mortgage was not yet registered, but she later on acceded. She gave the OR-CR in Cabanatuan City, where the same were being kept in a bank's safety deposit box. As proof of receipt, Anita issued a handwritten note.[10] Despite the expiration of the one-week period and De Guzman's repeated demands, the documents were not returned by Anita who countered that the loaned amount was already paid.

On the other hand, Anita admitted that she and her husband received from De Guzman the amount of ₱700,000.00; that they executed a chattel mortgage over their Isuzu cargo truck and delivered its OR-CR; and, that she borrowed the OR-CR and issued a handwritten receipt therefor. However, she claimed that the OR-CR were borrowed in De Guzman's house in Talavera, Nueva Ecija; that the words *"Cab. City"* and *"12/10/90"* in the upper righthand corner of the receipt were not written by her; and, that the OR-CR were returned to De Guzman a week after.

Due to the repeated absence of counsel for the defense, Anita did not finish her testimony and was not cross-examined. The case was submitted for decision based on evidence on record.[11]

On August 1, 2003, only Anita was convicted of the crime charged. Applying the Indeterminate Sentence Law, she was sentenced to suffer the penalty of *prision mayor* in its minimum period which has a range of six (6) years and one (1) day to 8 years imprisonment. In addition, she and Fernando were held jointly and severally liable to pay De Guzman the sum of Php700,000.00, plus 12% interest per annum from the date of its maturity until fully paid.

The trial court opined:

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7 Records, p. 366.
8 *Id.* at 44-45, 363-364.
9 *Id.* at 46, 365.
10 *Id.* at 304, 367.
11 *Id.* at 498-499.

The defense interposed by the accused is a mere denial. They are denying the allegation of the private complainant that the documents were never returned. Accused Anita Capulong, when asked during [her] direct examination testified:

> "Question: It says here, 'to be returned after one week from date,' were you able to return the said Registration Certificate and Official Receipt as promised by you in accordance with this document?
>
> Answer: Yes, sir.
>
> Question: To whom did you return?
>
> Answer: To Tia Pacing, sir."[12]

The denial of the accused cannot overcome the positive assertion of the complainant, coupled with a document which was even in the own handwriting of accused Anita Capulong.. If it is true that the documents were returned, herein accused should have asked for the document evidencing her receipt of the Certificate of Registration and Official Receipt. Furthermore, it is highly improbable that herein private complainant would undergo the expense, trouble and inconvenience of prosecuting the instant case, which lasted for several years, if her allegation is a mere fabrication.

The denials interposed by the accused are shallow and incredible. It is proven that accused Anita Capulong failed to comply with her obligation to return the borrowed documents, as promised. She concealed the documents after she received them from herein private [complainant]. Now the accused are even concealing the cargo truck subject of the chattel mortgage despite orders from this Court to give information about the truck. These facts established the first essential [element] of the crime charged.

The Certificate of Registration and Official Receipt were delivered to herein private complainant as security to the indebtedness of the two accused. Meaning, if in case the accused fail to pay their obligation, the private complainant is assured that she will recover what was loaned after foreclosing on the mortgaged truck. Without the aforementioned documents, the chattel mortgage is of no effect considering that the evidence of ownership of the accused over the cargo truck were no longer in the possession of Mrs. De Guzman. The concealment of the Certificate of Registration and Official Receipt caused a positive injury to herein private complainant considering that she could not register the chattel mortgage with the Land Transportation Office and neither could she exercise her right to foreclose the truck because of what the accused did. Clearly, herein private complainant was deprived of a means to collect from the accused. The accused made it difficult for the private complainant to collect the obligation from them. The second element, is therefore, fully proven.

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12 TSN, August 17, 2001, p. 7.

> As to the words "Cab. City" written in the document marked as Exhibit D for the prosecution, the private complainant admitted that she wrote the same and she was able to explain why she did that. She testified during her direct examination:
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> > "Question: On the uppermost right portion of this document, there appears two words 'Cab. City', do you know who wrote this?
> >
> > Answer: Yes, sir.
> >
> > Question: Who?
> >
> > Answer: Me, sir.
> >
> > Question: Why did you write these words, 'Cab. City'?
> >
> > Answer: Because such place was not written, so I wrote it, sir."
>
> As to the extent of the injury, it was held by the Supreme Court in the case of United States vs. Tan Jenjua, 1 Phil. Rep. 38, "must be based upon the amount which such a note represents without regard to whether or not the amount is actually collected subsequent to the destruction."[13]

Anita moved for a new trial on the alleged ground of incompetence and negligence of her former counsel.[14] It was denied in the Order[15] dated February 26, 2004. In her motion for reconsideration, she added that a new and material evidence, particularly Solidbank Check No. PA074896 dated September 8, 1992 in the amount of ₱700,000.00, had been discovered as proof of payment of the amount subject of this case.[16] However, in its Order dated May 17, 2004, the trial court denied the motion reasoning that the check is actually a forgotten, not a newly discovered, evidence "as it was all along readily available to [the] accused."[17] Consequently, a Notice of Appeal[18] was filed.

On November 12, 2010, the CA affirmed Anita's conviction, but modified her sentence to an indeterminate prison term of four (4) years and two (2) months of *prision correccional*, as minimum, to twenty (20) years of *reclusion temporal*, as maximum.

We paraphrase the CA's pronouncements:

Contrary to Anita's interpretation, the documents or papers referred to in Article 315, Paragraph 3 (c) of the RPC are not limited to those emanating from the courts or government offices. Based on the rulings in *United States*

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13 Records, pp. 513-515; *rollo*, pp. 150-152.
14 Records, pp. 520-522.
15 *Id.* at 535-536.
16 *Id.* at 537-539.
17 *Id.* at 544-545.
18 *Id.* at 546-547.

v. Tan Jenjua,[19] *United States v. Kilayko*,[20] and *People v. Dizon*,[21] it is clear that the OR-CR fall within the purview of said article. The fact that the motor vehicle is nowhere to be found only leads to the conclusion that Anita concealed the borrowed documents. Besides, if she really returned the same, she should have caused the cancellation of the note when she borrowed the OR-CR or, at the very least, made an entry therein of the date of return of the documents. With the concealment of the OR-CR, Anita clearly had the intention to defraud De Guzman, who was effectively deprived of the convenient way of foreclosing the chattel mortgage absent the evidence of ownership of the chattel itself.

Further, Anita was not denied of her constitutional right to due process. While her counsel failed to object to the prosecution's verbal motion to strike out her testimonies from the records, which was granted on May 23, 2002, her counsel filed a petition to lift the trial court's Order. The petition was granted per Order dated October 17, 2002, which likewise allowed Anita to testify at the next scheduled hearing. Despite due notice, Anita's counsel, however, again failed to appear at the March 21, 2003 hearing scheduled for the presentation of further evidence. Prior thereto, the trial court, in its Order dated January 31, 2003, already warned that the case would be deemed submitted for resolution if Anita and her counsel fail to appear on March 21, 2003.

Finally, Solidbank Check No. PA074896 dated September 8, 1992 does not satisfy the requisites of a newly-discovered evidence as it already existed long before the filing of the Information on February 28, 1995. Had Anita exercised reasonable diligence, she could have produced said check during the trial. It is too unbelievable for her not to have searched and produced the check considering that it was for the payment of a ₱700,000.00 indebtedness. Even if the check qualifies as a newly-discovered evidence, the same would still be inconsequential since reimbursement or belated payment does not extinguish criminal liability in estafa.

Anita filed a motion for reconsideration of the CA Decision, but it was denied.

Before Us, Anita pleads for an acquittal or, in the alternative, the remand of the case to the court *a quo* for new trial. The following issues are raised:

> I. WHETHER OR NOT THE COURT OF APPEALS COMMITTED SUCH A SEVERE DEGREE OF SERIOUS

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19 1 Phil. 38 (1901).
20 31 Phil. 371 (1915).
21 47 Phil. 350 (1925).

REVERSIBLE ERROR AND GRAVE ABUSE OF DISCRETION THAT WARRANTS THE RELAXATION OF THE RESTRICTION OF RAISING ONLY QUESTIONS OF LAW IN PETITIONS FOR REVIEW UNDER RULE 45 OF THE RULES OF COURT;

II. WHETHER OR NOT THE COURT OF APPEALS COMMITTED SERIOUS ERROR AND GRAVELY ABUSED ITS DISCRETION IN NOT ACQUITTING THE PETITIONER OUTRIGHT ON ACCOUNT OF THE FACT THAT THE ELEMENTS OF ESTAFA UNDER ARTICLE 315, PARAGRAPH 3 (C), PERTAINING TO PREJUDICE ARE MARKEDLY ABSENT;

III. WHETHER OR NOT THE COURT OF APPEALS COMMITTED SERIOUS ERROR AND GRAVELY ABUSED ITS DISCRETION IN NOT ACQUITTING THE PETITIONER OUTRIGHT DESPITE THE FACT THAT IT WAS SUFFICIENTLY ESTABLISHED THAT SHE HAD ALREADY PAID HER OBLIGATIONS IN FULL; AND

IV. WHETHER OR NOT THE COURT OF APPEALS COMMITTED SERIOUS ERROR AND GRAVELY ABUSED ITS DISCRETION IN NOT GRANTING THE REMAND OF THE CASE TO THE COURT OF ORIGIN FOR RE-TRIAL AT THE MINIMUM AS THE PETITIONER WAS CLEARLY DEPRIVED OF HER DAY IN COURT.[22]

The appeal is unmeritorious.

Fraud and injury are the two essential elements in every crime of estafa.

The elements of *estafa* in general are:

1. That the accused defrauded another (a) by *abuse of confidence*, or (b) by means of *deceit*; and
2. That *damage* or *prejudice* capable of pecuniary estimation is caused to the offended party or third person.

The first element covers the following ways of committing *estafa*:

1. With unfaithfulness or abuse of confidence;
2. By means of false pretenses or fraudulent acts;
3. Through fraudulent means.

The first way of committing *estafa* is known as *estafa* with abuse of confidence, while the second and the third ways cover by means of deceit.[23]

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22 *Rollo*, pp. 24, 355.

23 *Madrigal v. Department of Justice*, 726 Phil. 544, 553 (2014).

The elements of estafa by means of deceit are as follows:

a. That there must be a false pretense, fraudulent act or fraudulent means
b. That such false pretense, fraudulent act or fraudulent means must be made or executed prior to ot simultaneously with the commission of the fraud.
c. 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 fraudulent act or fraudulent means.
d. That as a result thereof, the offended party suffered damage.[24]

Anita is convicted of estafa under Article 315, paragraph 3 (c) of RPC, which provides:

> Art. 315. *Swindling (estafa).* – Any person who shall defraud another by any of the means mentioned hereinbelow shall be punished by:
>
> x x x x
>
> x x x the fraud be committed by any of the following means:
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> x x x x
>
> 3. Through any of the following fraudulent means:
>
> x x x
>
> (c) By removing, concealing or destroying, in whole or in part, any court record, office files, document or any other papers. [25]

This provision originated from Article 535, paragraph 9 of the Spanish Penal Code,[26] which stated:

> The following shall incur the penalties of the preceding articles:
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> Those who shall commit fraud by withdrawing, concealing, or destroying, in whole or in part, any process, record, document, or any other paper of any character whatsoever.

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[24] *Paredes v. Calilung,* 546 Phil. 198, 223 (2007).

[25] For a successful prosecution of the crime, the elements that must be established are:
1. That there be court record, office files, documents or any other papers;
2. That the offender removed, concealed or destroyed any of them; and
3. That the offender had intent to defraud another. (See Reyes, Luis B., The Revised Penal Code [Book Two], 18th Ed. 2012, p. 846).

[26] The RPC took effect on January 1, 1932. (See *People v. Alcaraz*, 56 Phil. 520, 521 (1932) and *People v. Carballo*, 62 Phil. 651, 652 (1935).

> If the crime should be committed without the intent to fraud, a fine of from 325 to 3,250 pesetas shall be imposed on the author.[27]

The old penal law was applied in the cases of *Tan Jenjua* (concealment of a private document evidencing a deposit), *Kilayko* (destruction of a promissory note), and *Dizon* (destruction of chits for articles bought on credit). Likewise, in *United States v. Gomez Ricoy*,[28] this Court held that the maker of a promissory note, which was given to cover losses incurred at *monte* in a gambling house, who obtained possession of his note and concealed or destroyed it, is *prima facie* guilty of estafa.

Justice Charles E. Willard, however, dissented from the majority ruling in *Ricoy*. He asserted that if ever there was a binding obligation, the one liable should be the casino because it was the one which issued the chips and checks, as well as promised to redeem them. Nevertheless, there was no obligation that could be validly enforced considering that, by express terms of Article 1305 of the Old Civil Code,[29] the casino and the private complainant were engaged in illegal gambling. He further opined:

> Was the concealment or destruction of the *vale* by Ricoy an offense punished by Article 535, 9 of the PENAL Code?
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> It represented no obligation. It did not prove or tend to prove the existence or extinction of any right. It was simply a small piece of paper with writing on it. As a mere piece of paper, its intrinsic value is too small to be appreciable. Its destruction could not injure Angeles, for it had no value extrinsic or intrinsic.
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> The words of Article 535, 9, are "any process, record, document, or any other paper of any character whatsoever." While this language is broad, it cannot be construed as including the destruction of any kind of a paper regardless of what it is in itself or what it represents. A letter of friendship, a card of invitation, a note of regret, which have no value extrinsic or intrinsic, cannot be covered by it.
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> The constant doctrine of the Supreme Court has been that no person could be convicted of *estafa* unless damage has resulted. It matters not that there may have been deceit or that the defendant thought he was causing damage. If the act which he did was from the nature of the object incapable of causing that damage, there can be no conviction. (Judgment of February 4, 1874.)[30]

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27 See *United States v. Parcon*, 11 Phil. 323, 325 (1908).

28 1 Phil. 595 (1902).

29 Art. 1305 of the Old Civil Code says:

When the nullity arises from the illegality of the consideration or the object of the contract, if the fact constitutes a crime or misdemeanour common to both contracting parties, they shall have no action against each other, and proceedings shall be instituted against them, and furthermore, the things or sum which may have been the object of the contract shall be applied as prescribed in the Penal Code with regard to the goods or instruments of the crime or misdemeanour. (See *United States v. Gomez Ricoy*, *supra*, at 600.

30 *United States v. Gomez Ricoy*, *supra* note 28, at 601.

In this case, Anita contends that there is no competent proof that she actually removed, concealed or destroyed any of the papers contemplated in Article 315, paragraph 3 (c) of the RPC. Allegedly, pursuant to *Tan Jenjua*, *Kilayko*, and *Dizon*, the document removed, concealed or destroyed must contain evidence of indebtedness so as to cause prejudice, and the OR-CR are not of this nature.

Contrary to Anita's supposition, neither Article 315, paragraph 3 (c) of the RPC nor Article 535, paragraph 9 of the old penal code requires that the documents or papers are evidence of indebtedness. Notably, while the old provision broadly covered "any process, record, document, or any other paper of **any character whatsoever**," the new provision refers to "documents or **any other papers**." Indeed, there is no limitation that the penal provision applies only to documents or papers that are evidence of indebtedness.

Assuming, for the sake of argument, that Article 315, paragraph 3 (c) of the RPC merely penalizes the removal, concealment or destruction of documents or papers that are evidence of indebtedness, still Anita cannot be acquitted. In Our mind, the promissory note, the chattel mortgage, and the checks that she executed are not the only proof of her debt to De Guzman. In a chattel mortgage of a vehicle, the OR-CR should be considered as evidence of indebtedness because they are part and parcel of the entire mortgage documents, without which the mortgage's right to foreclose cannot be effectively enforced.

In case of default in payment, the mortgaged property has to be sold at public auction so that its proceeds would satisfy, among others, the payment of the obligation secured by the mortgage. Prior to the foreclosure, however, the encumbrance must be annotated in the Chattel Mortgage Registry of the Register of Deeds and the LTO, where the OR-CR must be presented. The LTO requires, among others, not just the original copy of the CR and the latest OR of the payment of motor vehicle user's charge and other fees but even the actual physical inspection of the motor vehicle by the District Office accepting the annotation. As a businesswoman, Anita knows or is expected to know these procedures. In fact, the Spouses Capulong initially surrendered the OR-CR of the cargo truck precisely to give effect to the chattel mortgage they executed in favour of De Guzman.

Based on records, it cannot be doubted that the subject OR-CR were never returned by Anita. Her testimony, aside from not having been subject to cross-examination, is self-serving and not corroborated by testimonial or documentary evidence. As correctly opined by the courts below, if it is true that the OR-CR were returned, Anita should have taken possession of the document evidencing her receipt of the OR-CR, or caused its cancellation, or

made an entry therein of the date of return of the subject documents. Further, it is highly improbable that De Guzman would undergo the expense, trouble, and inconvenience of prosecuting this case, which has dragged on for more than 20 years already, if her accusation is just a made-up story. In like manner, We held in *Tan Jenjua*:

> x x x The latter's refusal to return the document is shown in the record solely by the testimony of the complaining witness. No other witness testifies upon this point nor has any attempt been made to introduce evidence on the subject. Nevertheless, we can entertain no reasonable doubt as to the truth of this fact. Supposing that the complainant had had no difficulty in recovering possession of the document, unquestionably she would not have failed to do so when it is considered that the recovery of the document was a matter of great interest to her as evidence of a deposit of a considerable sum of money. Furthermore, if this fact was not true, the defendant could have shown such to be the case from the first by simply returning the document; it was to his interest to do so, but nevertheless he has not done it. The failure to return the document up to the present time, notwithstanding the criminal prosecution brought against him on this account, conclusively shows his determination to conceal the paper. There are some facts which do not require proof because they are self-evident; and the unvarying attitude of the defendant in this case is the most complete and convincing proof of his refusal to return the document.[31]

Fraudulent intent, being a state of mind, can only be proved by unguarded expressions, conduct and circumstances, and may be inferred from facts and circumstances that appear to be undisputed.[32] For failure to comply with her promise to return the original OR-CR, or even furnish new ones in lieu thereof, and in misrepresenting that she already gave De Guzman the subject documents, Anita's intent to defraud is shown beyond question. Such malicious intent was even made more prominent with the replacement of the truck's engine without De Guzman's knowledge and the unknown whereabouts of the vehicle.

With the concealment of the OR-CR, Anita's act certainly caused a positive injury to De Guzman. The absence of the OR-CR practically rendered useless the chattel mortgage. Since the mortgage could not be properly registered with the LTO, the right to foreclose the truck could not be exercised. Anita made it difficult for De Guzman to collect the unpaid debt as the latter would be forced to file a collection suit instead of conveniently going through the foreclosure proceedings. It is of judicial notice that, as opposed to a civil case for sum of money, a foreclosure of mortgage involves much less time, effort and resources.

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31 *United States v. Tan Jenjua, supra* note 19, at 42-43.

32 *Id.*

Justice Willard's dissent in *Ricoy* finds no application in this case, on the grounds that: (1) unlike in *Tan Jenjua*, *Kilayko*, and *Dizon*, the decision in *Ricoy* is not a final and executory judgment on the merits;[33] (2) the parties involved therein are engaged in an illicit transaction which cannot give rise to a cause of action enforceable before the courts of law; and (3) in contrast with the OR-CR, the *vale* was considered as a mere piece of paper with no extrinsic or intrinsic value and, therefore, incapable of causing damage.

For the purpose of proving the existence of injury or damage, it is unnecessary to inquire whether, as a matter of fact, the unpaid debt could be or had been successfully collected.[34] The commission of the crime is entirely independent of the subsequent and casual event of collecting the amount due and demandable, the result of which, whatever it may be, can in no wise have any influence upon the legal effects of the already consummated concealment of documents.

The extent of a fraud, when it consists of the concealment of a document, should be graded according to the amount which the document represents, as it is evident that the gravity of the damage resulting therefrom would not be the same.[35] Here, the OR-CR concealed pertains to the loan amount of ₱700,000.00; consequently, this must serve as the basis for grading the penalty corresponding to the crime. The damage results from the deprivation suffered by De Guzman of the concealed documents which are indispensable parts of the chattel mortgage, not the loss of the loan value itself.

The CA correctly modified Anita's sentence to an indeterminate prison term of four (4) years and two (2) months of *prision correccional*, as minimum, to twenty (20) years of *reclusion temporal*, as maximum. It erred, however, in not eliminating that part of the RTC judgment wherein

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[33] The Court held:

The act of which the accused is charged and as it appears to have been committed constitutes *prima facie* a crime. The decision of his inculpability and the judgment of acquittal were premature, the trial not having been terminated either on behalf of the prosecution or defense. The latter had not been able to offer or introduce any testimony, and it appears that on frequent occasions during the taking of the testimony for the prosecution the defense was not allowed to introduce testimony in its behalf, which was postponed to the proper time.

The accused being entitled to a full and complete trial, we are of the opinion that the judgment of acquittal rendered by the Court of First Instance must be set aside and the case remanded, with directions to the court to continue the same from the point in which it was interrupted by the decision, without retaking the testimony received up to that time, which, insofar as it may be relevant and competent, may be considered, and such evidence as may be offered by the accused, and any additional evidence which either of the parties may be entitled to introduce will be taken in the manner prescribed by law. x x x. (*United States v. Gomez Ricoy*, *supra* note 28, at 598.

[34] *United States v. Tan Jenjua, supra* note 19, at 43 and *United States v. Kilayko, supra* note 20, at 374.

[35] *Id.*

the Spouses Capulong were likewise sentenced to jointly and severally pay De Guzman the sum of ₱700,000.00, plus twelve percent (12%) interest *per annum* from the date of its maturity until fully paid. No indemnity for the injury caused is allowed notwithstanding the fact that the sentence of imprisonment is exactly the same as if the defendant had received the amount and appropriated it to his or her own use.[36] The reason being that the concealment of the document does not necessarily involve the loss of the money loaned, and for this reason, it would not be just to give judgment against the defendant for the payment of that amount.[37]

With regard to the other issues raised by Anita, the Court deems it wise not to dwell on the same. It would be superfluous to discuss since the matters were satisfactorily passed upon by the RTC and the CA.

WHEREFORE, premises considered, the petition is **DENIED**. The November 12, 2010 Decision and December 22, 2011 Resolution of the Court of Appeals in CA-G.R. CR No. 28713, which affirmed with modification the August 1, 2003 Decision of the Regional Trial Court, Branch 86, Cabanatuan City, Nueva Ecija, convicting appellant Anita Capulong of the crime of Estafa as defined and penalized under Article 315, Paragraph 3 (c) of the Revised Penal Code, are **AFFIRMED**. The Regional Trial Court judgment, which ordered the Spouses Capulong to jointly and severally pay De Guzman the sum of ₱700,000.00, plus twelve percent (12%) interest *per annum* from the date of its maturity until fully paid, is **DELETED**.

SO ORDERED.

DIOSDADO M. PERALTA
Associate Justice

WE CONCUR:

ANTONIO T. CARPIO
Associate Justice
Chairperson

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[36] *United States v. Tan Jenjua, supra* note 19, at 43. See also *United States v. Kilayko, supra* note 20, at 374-375.

[37] *United States v. Kilayko, supra* note 20, at 375.

JOSE CATRAL MENDOZA
Associate Justice

On official leave
ESTELA M. PERLAS-BERNABE
Associate Justice

On official leave
MARVIC M.V.F. LEONEN
Associate Justice

CERTIFICATION

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

ANTONIO T. CARPIO
Acting Chief Justice