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Division Clerk of Court
Third Division

JAN 04 2018

Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

RAFFY BRODETH and ROLAN B. ONAL,
Petitioners,

-versus-

PEOPLE OF THE PHILIPPINES and ABRAHAM G. VILLEGAS,
Respondents.

G.R. No. 197849

Present:

VELASCO, JR., *J.*,
Chairperson,
BERSAMIN,
LEONEN,
MARTIRES, and
GESMUNDO,* *JJ.*

Promulgated:

November 29, 2017

x -- x

DECISION

MARTIRES, *J.*:

We resolve the petition for review on certiorari[1] filed by petitioners Raffy Brodeth *(Brodeth)* and Rolan B. Onal *(Onal)* assailing the 17 May 2011 Decision[2] and the 20 July 2011 Resolution[3] of the Court of Appeals *(CA)* in CA-G.R. CR No. 33104. The CA affirmed petitioners' criminal liability for violating Batas Pambansa Blg. 22 *(B.P. Blg. 22)*.

THE FACTS

On 16 August 2001, petitioners were charged before the Metropolitan Trial Court, Branch 30, Manila *(MeTC)*, with violation of B.P. Blg. 22. The informations read:

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* On Leave.
1 *Rollo*, pp. 9-33.
2 Id. at 35-45.
3 Id. at 47-48.

Criminal Case No. 371104-CR

That on or about September 5, 1999 in the City of Manila, Philippines, the said accused, did then and there willfully, unlawfully, and feloniously make or draw and issue to VILL INTEGRATED TRANSPORT CORP., rep. by ABRAHAM VILLEGAS to apply on account or for value METROBANK Check No. 2700111416 dated September 5, 1999 in the amount of P123,600.00 payable to Vill Integrated Transport Corporation said accused well knowing that at the time of issue he/she/they did not have sufficient funds or credit with the drawee bank for payment of such check in full upon 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 (DAIF)" and despite receipt of notice of such dishonor, said accused, failed to pay said VILL INTEGRATED TRANSPORT CORPORATION the amount of the check or make arrangement for full payment of the same within five (5) banking days after receiving said notice.[4]

Criminal Case No. 371105-CR

That on or about August 31, 1999 in the City of Manila, Philippines, the said accused, did then and there willfully, unlawfully, and feloniously make or draw and issue to VILL INTEGRATED TRANSPORT CORP., rep. by ABRAHAM VILLEGAS to apply on account or for value METROBANK Check No. 2700111415 dated August 31, 1999 in the amount of P140,000.00 payable to Vill Integrated Transport Corporation said accused well knowing that at the time of issue he/she/they did not have sufficient funds or credit with the drawee bank for payment of such check in full upon 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 (DAIF)" and despite receipt of notice of such dishonor, said accused, failed to pay said VILL INTEGRATED TRANSPORT CORPORATION the amount of the check to make arrangement for full payment of the same within five (5) banking days after receiving said notice.[5]

The charges against petitioners stemmed from an affidavit-complaint dated 23 November 2000 filed by Abraham G. Villegas *(Villegas)*, the Operations Manager of Vill Integrated Transportation Corporation *(Vill Integrated)*. He alleged that in the course of his company's operations, he transacted with Land & Sea Resources Phils. *(L&S Resources)*, Inc. by providing the latter equipment and tugboats for its own operations. After the execution of the service contracts, L&S Resources started using the equipment and tugboats, and even made partial payments to Vill Integrated. However, L&S Resources had not fully paid all of Vill Integrated's billings and its officers only made promises to settle them but never did.[6]

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4 Id. at 52.
5 Id. at 53.
6 Id. at 50-51.

According to Villegas, among the payments made by L&S Resources were three (3) checks drawn against Metropolitan Bank and Trust Company *(Metrobank)*. Two (2) out of these three (3) checks, particularly: (a) Metrobank Check No. 2700111415 dated 31 August 1999, and (b) Metrobank Check No. 2700111416 dated 5 September 1999,[7] are the subject checks in the instant case. When the subject checks were deposited to Vill Integrated's account, they were dishonored as they were "Drawn Against Insufficient Funds (DAIF)."[8]

On 9 October 1999, and on 3 May 2000, due to L&S Resources' growing outstanding balance, its refusal to comply with continued demand for payment, and on account of its checks that bounced, Vill Integrated sent demand letters to settle the L&S Resources' account.[9]

Despite the demands, L&S Resources did not settle its account; hence, the filing of the criminal complaint against petitioners.

In his counter-affidavit executed on 8 May 2008, Brodeth alleged that L&S Resources' balance pertaining to the subject checks were settled in cash duly received by Vill Integrated's officer. But, only one (1) of the three (3) checks was returned. Upon inquiry, Brodeth was informed that the outstanding accounts were not the obligations of L&S Resources but of one Noli Dela Cerna.[10] These allegations were backed up by Onal's letter dated 10 November 1999, explaining that Vill Integrated should bill Noli dela Cerna instead.[11]

On 2 July 2008, the MeTC found petitioners guilty beyond reasonable doubt for the offense charged. The MeTC held that the dishonor of the subject checks was sufficiently shown by the letters "DAIF" written at the back of the checks, which is *prima facie* evidence that the drawee bank had dishonored the checks. Moreover, the MeTC ruled that petitioners had known the checks were dishonored because they admitted they had the demand letters.[12]

The MeTC Ruling

With regard to their defense, the MeTC was not convinced that the two (2) dishonored checks were paid at all, to wit:

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7 Id. at 60.
8 Id. at 61.
9 Id. at 56-57.
10 Id. at 72-73.
11 Id. at 74; presented as Exhibit "2" for the defense.
12 Id. at 76-84; penned by Presiding Judge Glenda R. Mendoza-Ramos.

The defense contends that it was another officer of Land and Sea Resources by the name of Noli Dela Cerna who had a remaining obligation to Vill Integrated which was not allegedly the obligation of their company Land and Sea Resources but a personal obligation of Mr. Dela Cerna. The defense further argues that since Vill Integrated could no longer locate the whereabouts of Mr. Dela Cerna, Vill Integrated chose to pressure them into paying the obligation of the latter.

However, in the course of his testimony, Mr. Brodeth somehow made a three hundred sixty-degree turn on his first contention when he testified that these checks were already paid on staggered basis as well [as] an alleged arrangement with a certain Cristina Villegas that payment will be made in cash, fuel oil and food for the crew. However, as Mr. Brodeth himself admitted there were no receipts to prove such payments.

Be that as it may, the defense was not able to show any convincing proof to back up both contentions. In fact, their first contention that it was Mr. Dela Cerna who owes the complainant company was not even heavily relied upon by them.

The accused anchors his defense mainly on the fact that the subject checks were already paid and made good. Such being the case, the court deems it unnecessary to delve further on this line of argument and instead will discuss the merits of its main defense that the checks were already paid.

To the mind of the court, it is quite absurd to think that the company or for that matter both accused would just pay Vill Integrated without any proof to show that payments were indeed made. This attitude is not normal considering that both accused were engaged in business themselves. As such they were presumed to know the ordinary and routine duty that a receipt is necessary to evidence payment. In fact, it is not even a duty to ask for a receipt as proof of a purchase or for any payment made but it is a common practice and a correlative duty on both seller and buyer or creditor and debtor to issue one.

Furthermore, no person in his right mind would just part way[s] with his hard[-]earned money without any assurance that it will be received by its rightful possessor and in this case it was the company Vill Integrated.

Accused Brodeth contends that the company closed down sometime in 2000. This is the reason why he could no longer locate the receipts. To the mind of the court this is a flimsy excuse and could be a last[-]ditch effort to exonerate them from liability.

It is but natural to safely keep the said receipt[s] if indeed they exist. Sad to say, Land and Sea Resources, through both accused, were remiss of its simple duty and as such, they should suffer the consequences.

Moreover, if indeed payments were already made, Vill Integrated would not exert efforts to go through the painstaking rigors of court trial. Obviously, Vill Integrated was not paid because the subject checks given as payment were dishonored by the bank, hence, it was forced to file these present cases.

> The defense also offers Exhibit "2" to prove that the amounts of the check were paid. The court cannot consider this evidence since what has been presented was a mere photocopy. The original document was never presented in court. In fact, defense counsel undertook to submit the original of the said document but up to this date the same was not presented in court.
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> Furthermore, Exhibit "2," which is purportedly a letter addressed to Vill Integrated regarding the obligations of Land and Sea, does not refer nor does it mention the checks subject of these cases.
>
> To reiterate, the defense was not able to convince the court that the two (2) checks that were dishonored were paid at all. No documentary proof was shown that the checks were paid or made good after they were dishonored except the bare allegation of the defense that they were paid. Without such proof to support its allegation, the defense of payment must fail.
>
> To make matters worse, accused Raffy Brodeth readily admitted in his cross[-]examination to have issued the two (2) checks and that despite claiming to have already paid it, he could not produce any receipt to prove his claim.[13]

Accordingly, the MeTC ordered petitioners to pay a fine of ₱200,000.00 for each check that was issued, totaling ₱400,000.00, with subsidiary imprisonment in case of insolvency. They were likewise ordered to pay Vill Integrated ₱283,600.00 as civil indemnity, and the costs of suit.[14]

On 29 July 2008, petitioners timely filed a notice of appeal, and the case was forwarded to the Regional Trial Court for further proceedings.[15]

The RTC Ruling

After the parties had submitted their respective memoranda, the Regional Trial Court, Branch 27 of Manila *(RTC)*, in Criminal Case Nos. 08-264256-57, found no reversible error in the MeTC's decision and affirmed it *in toto*.[16] The RTC's disposition is as follows:

> On the first issue, the [c]ourt finds that the lower court has jurisidiction over the cases. The Affidavit-Complaint of Abraham G. Villegas (Exh. "J"), Operations Manager of Vill Integrated states that the checks were issued in Manila. Paragraph 9 of the said complaint affidavit, which was admitted as part of the testimony of Mr. Villegas states:
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> 9. Despite the receipt of the said letters, the above-named principal officers, Rolan B. Onal, Noli de la Cerna and Raffy

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13 Id. at 81-82.
14 Id. at 83.
15 Id. at 84.
16 Id. at 95-97; penned by Presiding Judge Teresa P. Soriano.

> Brodeth ignored our letters in refusing to pay not only their account of P1,078,238.24 but also refused to redeem the two (2) checks dated August 31, 1999 and September 5, 1999, to our detriment and prejudice, which checks were issued on said dates **in Manila**, so we were forced to again refer the matter to our lawyer, Atty. Romualdo M. Jubay, who sent new demand letters to the said persons dated Octber 15, 2000 and October 27, 2000, xerox copies of which letters are hereto attached and marked as Annexes "P" and "Q." (emphasis in the original)

A case for violation of B.P. Blg. 22 can be filed either at the place where the ckeck was issued or paid. In the instant case, as already stated, the checks were issued in Manila.

Anent the second issue, accused-appellants insisted that the fact that the prosecution did not present a bank personnel to attest to the fact of dishonor of the checks created doubt as to the authenticity and genuineness for the reason therefor, as stamped at the back of the checks. This is misplaced.

In order to hold [...] liable for violation of B.P. Blg. 22, aside from the fact of dishonor, it must also be established beyond reasonable doubt that he knew the fact and reason for the dishonor of the check. In the instant case, the original checks were presented in court. Accused were notified through a demand letter of the dishonor of the checks. The defense conceded receipt of the notice of dishonor. Accused-appellants redeemed one of the checks but failed to redeem the two other checks. This sufficed to make them fall within the ambit of the law.

On the third issue, accused-appellants posit that they cannot be held liable of the issuance of the subject checks because they issued them in good faith, and as requested by private complainant to ensure payment of the obligations of Land and Sea Resources. Accused-appellants were officers of the corporation. They were the ones who issued the checks in favor of Land and Sea Resources. As drawers of the subject checks on behalf of the corporation, they must be held criminally liable thereon. Besides, "Violation of Batas Pambansa Blg. 22 applies even in cases where dishonored checks are issued merely in the form of a deposit or a guarantee."[17] (citation omitted)

After the RTC denied their motion for reconsideration,[18] petitioners filed a petition for review before the CA.[19]

In the assailed decision, the CA denied petitioners' appeal. It emphasized that the gravamen of the offense charges is the issuance of a bouncing check regardless of the purpose why it was issued. The fact that the checks were drawn by a corporation cannot exculpate petitions from the charge against them. Further, the CA maintained that the MeTC had

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17 Id. at 96-97.
18 Id. at 104-105.
19 Id. at 106-120.

jurisdiction to try the case because the complaint-affidavit categorically stated that the checks were issued in Manila, to wit:

> As regards the issue of lack of jurisdiction of the M[e]TC to try the case, a [v]iolation of B.P. [Blg.] 22 can be filed either in the place where the check was issued or when it was presented for payment. The RTC ruled correctly that the M[e]TC has jurisdiction to try the case for the reason that the affidavit-complaint of private complainant categorically stated that the checks were issued in Manila.[20]

Petitioners filed the instant petition after the CA promulgated the assailed resolution denying their motion for reconsideration. They rely on the following grounds in their petition:

> I. THE COURT OF APPEALS ERRONEOUSLY AFFIRMED RELIANCE ON HEARSAY EVIDENCE TO ESTABLISH TERRITORIAL JURISDICTION OF THE METROPOLITAN TRIAL COURT OF MANILA;
>
> II. THE COURT OF APPEALS ERRONEOUSLY AFFIRMED THE APPLICATION OF A PRESUMPTION ON KNOWLEDGE OF INSUFFICIENCY OF FUNDS WHEN THE PROSECUTION FAILED TO PRESENT EVEN AN IOTA OF PROOF TO SHOW THAT PETITIONERS COULD BE CHARGED WITH KNOWLEDGE OF THE CORPORATE FUNDS; AND
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> III. THE COURT OF APPEALS ERRONEOUSLY AFFIRMED PETITIONERS' CONVICTION DESPITE THE APPARENT FAILURE OF THE PROSECUTION TO PROVE THEIR GUILT BEYOND REASONABLE DOUBT.[21]

OUR RULING

Without having to consider the other two (2) assignments of errors, we find merit in the petition because the MeTC had no territorial jurisdiction over the instant case.

Territorial jurisdiction in criminal cases is the territory where the court has jurisdiction to take cognizance of or to try the offense allegedly committed therein by the accused. In all criminal prosecutions, the action shall be instituted and tried in the court of the municipality or territory wherein the offense was committed or where any one of the essential ingredients took place. The fact as to where the offense charged was committed is determined by the facts alleged in the complaint or information.[22]

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20 Id. at 44.
21 Id. at 18.
22 *Fullero v. People*, 559 Phil. 524, 547-548 (2007).

In *Isip v. People*,[23] we explained:

> The place where the crime was committed determines not only the venue of the action but is an essential element of jurisdiction. It is a fundamental rule that for jurisdiction to be acquired by courts in criminal cases, the offense should have been committed or any one of its essential ingredients should have taken place within the territorial jurisdiction of the court. Territorial jurisdiction in criminal cases is the territory where the court has jurisdiction to take cognizance of or to try the offense allegedly committed therein by the accused. Thus, it cannot take jurisdiction over a person charged with an offense allegedly committed outside of that limited territory. Furthermore, the jurisdiction of a court over the criminal case is determined by the allegations in the complaint or information. And once it is so shown, the court may validly take cognizance of the case. However, **if the evidence adduced during the trial shows that the offense was committed somewhere else, the court should dismiss the action for want of jurisdiction.**[24] (emphasis supplied)

To reiterate, a court cannot take jurisdiction over a person charged with an offense allegedly committed outside of that limited territory, and if the evidence adduced during trial shows that the offense was committed somewhere else, the court should dismiss the action for want of jurisdiction.[25]

Petitioners argue that the MeTC had no jurisdiction because Villegas' allegation that the subject checks were issued in Manila was unsubstantiated. They explain that the lower courts should not have relied on this allegation for being hearsay considering that Villegas had no firsthand knowledge about the transaction between Vill Integrated and L&S Resources.

We agree with this position.

A careful review of the rulings of the lower courts would show that the only piece of evidence they considered connecting the alleged violation of B.P. Blg. 22 within the territorial jurisdiction of the MeTC is the affidavit-complaint of Villegas. In this affidavit, the allegation that the subject checks were issued in Manila was mentioned only once even though the circumstances behind the issuance of the checks were referred to a couple of times.[26] Moreover, the phrase "in Manila" only appeared in the ninth paragraph of Villegas' affidavit where the elements of the offense were already being summarized. Looking at the affidavit itself already casts some doubt as to where the subject checks were really issued.

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23 552 Phil. 786 (2007), cited in *Treñas v. People*, 680 Phil. 368, 380 (2012).

24 Id. at 801-802.

25 *Macasaet v. People*, 492 Phil. 355, 370 (2005), citing *Uy v. CA*, 342 Phil. 329, 337 (1997); *Foz v. People*, 618 Phil. 120, 130 (2009).

26 *Rollo*, pp. 63-64.

More importantly, we agree with petitioners that Villegas could not have testified or alleged in his affidavit that the checks were issued in Manila because he was not privy to the contractual negotiations with L&S Resources nor was he present when petitioners issued the checks. In fact, his position in the company did not give him any opportunity to deal directly with his clients as brought out in his cross-examination:

> Q: Mr. Villegas, you said that you are an Operations Manager of the Vill Integrated Transport Corporation?
> A: Yes sir.
>
> x x x x
>
> Q: You said that you are the operations manager, specifically said that your main duties and responsibilities (sic) to oversee maintenance of your tugboat, is that correct?
> A: Yes sir.
>
> Q: So directly or indirectly, you are not involved in dealing with customers of Vill Integrated Transport Corporation, is that correct?
> A: Yes sir.
>
> Q: So, in the particular case the dealing with Rolan Onal and Raffy Brodeth, you are not involved in any way, is that right?
> A: No sir.
>
> Q: As a matter of fact, Mr. Villegas, in the Contract dated 16 August 1999 that was previously marked by your counsel, you were never a signatory to that contract?
> A: No sir.
>
> Q: That confirmed a fact that you are not in any way directly or indirectly involved in the transaction with both accused.
> A: No sir.[27]

Furthermore, petitioners claimed in defense that the checks were issued as a guarantee for the payments. As admitted by Vill Integrated's liason officer, their company collects payments from its clients in their respective offices.[28] Considering that L&S Resources' principal place of business is in Makati City, it would be out of the ordinary course of business operations for petitioners to go all the way to Manila just to issue the checks.

Our ruling in *Morillo v. People*[29] is instructive as to where violations of B.P. Blg. 22 should be filed and tried:

> It is well-settled that violations of B.P. [Blg.] 22 cases are categorized as transitory or continuing crimes, meaning that some acts

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27 *Rollo*, pp. 20-21, Petition; TSN, August 22, 2007, pp. 9-11.
28 Id. at 62.
29 775 Phil. 192 (2015).

material and essential thereto and requisite in their consummation occur in one municipality or territory, while some occur in another. In such cases, the court wherein any of the crime's essential and material acts have been committed maintains jurisdiction to try the case; it being understood that the first court taking cognizance of the same excludes the other. Thus, a person charged with a continuing or transitory crime may be validly tried in any municipality or territory where the offense was in part committed.

The OSG, relying on our ruling in *Rigor v. People*, concluded that "the Supreme Court regarded the place of deposit and the place of dishonor as distinct from one another and considered the place where the check was issued, delivered and dishonored, and not where the check was deposited, as the proper venue for the filing of a B.P. Blg. 22 case." The Court, however, cannot sustain such conclusion.

In said case, the accused therein obtained a loan from the Rural Bank of San Juan, Metro Manila, and in payment thereof, he issued a check drawn against Associated Bank of Tarlac. Thereafter, Rural Bank deposited the check at PS Bank, San Juan, but the same was returned for the reason that it had been dishonored by Associated Bank of Tarlac. When all other efforts to demand the repayment of the loan proved futile, Rural Bank filed an action against the accused for violation of B.P. Blg. 22 at the RTC of Pasig City, wherein crimes committed in San Juan are triable. The accused, however, contends that the RTC of Pasig had no jurisdiction thereon since no proof had been offered to show that his check was issued, delivered, dishonored or that knowledge of insufficiency of funds occurred in the Municipality of San Juan. The Court, however, disagreed and held that while the check was dishonored by the drawee, Associated Bank, in its Tarlac Branch, evidence clearly showed that the accused had drawn, issued and delivered it at Rural Bank, San Juan, *viz.*:

> Lastly, petitioner contends that the Regional Trial Court of Pasig had no jurisdiction over this case since no proof has been offered that his check was issued, delivered, dishonored or that knowledge of insufficiency of funds occurred in the Municipality of San Juan, Metro Manila.
>
> The contention is untenable.
>
> x x x x.
>
> The evidence clearly shows that the undated check was issued and delivered at the Rural Bank of San Juan, Metro Manila on November 16, 1989, and subsequently the check was dated February 16, 1990 thereat. On May 25, 1990, the check was deposited with PS Bank, San Juan Branch, Metro Manila. Thus, the Court of Appeals correctly ruled:
>
> > Violations of B.P. Blg. 22 are categorized as transitory or continuing crimes. A suit on the check can be filed in any of the places where any of the elements of the offense occurred, that is, where the check is drawn, issued, delivered or dishonored. x x x

> **The information at bar effectively charges San Juan as the place of drawing and issuing. The jurisdiction of courts in criminal cases is determined by the allegations of the complaint or information. Although, the check was dishonored by the drawee, Associated Bank, in its Tarlac Branch, appellant has drawn, issued and delivered it at RBSJ, San Juan. The place of issue and delivery was San Juan and knowledge, as an essential part of the offense, was also overtly manifested in San Juan. There is no question that crimes committed in November, 1989 in San Juan are triable by the RTC stationed in Pasig. In short both allegation and proof in this case sufficiently vest jurisdiction upon the RTC in Pasig City.**

The bone of contention in *Rigor*, therefore, was whether the prosecution had offered sufficient proof that the check drawn in violation of B.P. Blg. 22 was issued, delivered, dishonored or that knowledge of insufficiency of funds occurred in the Municipality of San Juan, thereby vesting jurisdiction upon the RTC of Pasig City. Nowhere in the cited case, however, was it held, either expressly or impliedly, that the place where the check was deposited is not the proper venue for actions involving violations of B.P. Blg. 22. It is true that the Court, in *Rigor*, acknowledged the fact that the check was issued and delivered at the Rural Bank of San Juan while the same was deposited with the PS Bank of San Juan. But such differentiation cannot be taken as basis sufficient enough to conclude that the court of the place of deposit cannot exercise jurisdiction over violations of B.P. Blg. 22. In the absence, therefore, of any ground, jurisprudential or otherwise, to sustain the OSG's arguments, the Court cannot take cognizance of a doctrine that is simply inapplicable to the issue at hand.

In contrast, the ruling in *Nieva, Jr. v. Court of Appeals* cited by petitioner is more squarely on point with the instant case. In *Nieva*, the accused delivered to Ramon Joven a post-dated check drawn against the Commercial Bank of Manila as payment for Joven's dump truck. Said check was deposited in the Angeles City Branch of the Bank of Philippine Islands. Joven was advised, however, that the Commercial Bank of Manila returned the check for the reason that the account against which the check was drawn is a "closed account." Consequently, the accused was charged with violation of B.P. Blg. 22 before the RTC of Pampanga. On the contention of the accused that said court had no jurisdiction to try the case, the Court categorically ruled:

> **As to petitioner's contention that the Regional Trial Court of Pampanga has no jurisdiction to try the cases charged herein as none of the essential elements thereof took place in Pampanga, suffice it to say that such contention has no basis. The evidence discloses that the check was deposited and/or presented for encashment with the Angeles City Branch of the Bank of the Philippine Islands. This fact clearly confers jurisdiction upon the Regional Trial Court of Pampanga over the crimes of which petitioner is charged.** It must be noted that violations of B.P. Blg. 22 are categorized as transitory or

> continuing crimes and so is the crime of estafa. The rule is that a person charged with a transitory crime may be validly tried in any municipality or territory where the offense was in part committed.
>
> In fact, in the more recent *Yalong v. People*, wherein the modes of appeal and rules of procedure were the issues at hand, the Court similarly inferred:
>
> > Besides, even discounting the above-discussed considerations, Yalong's appeal still remains dismissible on the ground that, *inter alia*, the MTCC had properly acquired jurisdiction over Criminal Case No. 45414. It is well-settled that violation of B.P. Blg. 22 cases is categorized as transitory or continuing crimes, which means that the acts material and essential thereto occur in one municipality or territory, while some occur in another. Accordingly, the court wherein any of the crime's essential and material acts have been committed maintains jurisdiction to try the case; it being understood that the first court taking cognizance of the same excludes the other. Stated differently, a person charged with a continuing or transitory crime may be validly tried in any municipality or territory where the offense was in part committed. Applying these principles, a criminal case for violation of B.P. Blg. 22 may be filed in any of the places where any of its elements occurred — in particular, the place where the check is drawn, issued, delivered, or dishonored.
> >
> > **In this case, while it is undisputed that the subject check was drawn, issued, and delivered in Manila, records reveal that Ylagan presented the same for deposit and encashment at the LBC Bank in Batangas City where she learned of its dishonor. As such, the MTCC [of Batangas City] correctly took cognizance of Criminal Case No. 45414 as it had the territorial jurisdiction to try and resolve the same. In this light, the denial of the present petition remains warranted**.
> >
> > Guided by the foregoing pronouncements, there is no denying, therefore, that the court of the place where the check was deposited or presented for encashment can be vested with jurisdiction to try cases involving violations of B.P. Blg. 22. Thus, the fact that the check subject of the instant case was drawn, issued, and delivered in Pampanga does not strip off the Makati MeTC of its jurisdiction over the instant case for it is undisputed that the subject check was deposited and presented for encashment at the Makati Branch of Equitable PCIBank. The MeTC of Makati, therefore, correctly took cognizance of the instant case and rendered its decision in the proper exercise of its jurisdiction.[30] (emphases in the original and citations omitted)

From the foregoing, we can deduce that a criminal complaint for violation of B.P. Blg. 22 may be filed and tried either at the place where the check was issued, drawn, delivered, or deposited. In the present case, however, evidence on record is missing at **any** of these material places.

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[30] Id. at 205-209.

Again, the only factual link to the territorial jurisdiction of the MeTC is the allegation that the subject checks were issued in Manila. In criminal cases, venue or where at least one of the elements of the crime or offense was committed must be proven and not just alleged. Otherwise, a mere allegation is not proof and could not justify sentencing a man to jail or holding him criminally liable. To stress, an allegation is not evidence and could not be made equivalent to proof.

All said, since the prosecution failed to prove that the subject checks were issued in Manila nor was any evidence shown that these were either drawn, delivered, or deposited in Manila, the MeTC has no factual basis for its territorial jurisdiction.

WHEREFORE, the present petition is **GRANTED**. The 17 May 2011 Decision and the 20 July 2011 Resolution of the Court of Appeals in CA-G.R. CR No. 33104 are **REVERSED** and **SET ASIDE** on the ground of lack of jurisdiction on the part of the Metropolitan Trial Court, Branch 30, Manila. Criminal Case Nos. 371104-CR & 371105-CR are **DISMISSED** without prejudice.

SO ORDERED.

SAMUEL R. MARTIRES
Associate Justice

WE CONCUR:

PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

LUCAS P. BERSAMIN
Associate Justice

MARVIC M.V. F. LEONEN
Associate Justice

(On Leave)
ALEXANDER G. GESMUNDO
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

Division Clerk of Court
Third Division

JAN 9 : 2018