



Republic of the Philippines  
Court of Appeals  
Cebu City

NINETEENTH DIVISION

**PEOPLE OF THE PHILIPPINES,**  
*Plaintiff-Appellee,*

**CA G.R. CEB-CR NO. 01853**

Members:

-versus-

**DELOS SANTOS,**  
Chairperson,  
**CONTRERAS, &**  
**FIEL-MACARAIG, JJ.**

**MERAFLOR YAP ARRIOLA,\***  
*Accused-Appellant.*

Promulgated:

---

**DECISION**

*FIEL-MACARAIG, J.:*

Before the Court is an appeal assailing the Decision<sup>1</sup> dated 29 October 2010 of the Regional Trial Court, Branch 10, Cebu City (hereafter, court *a quo*) in Criminal Case No. CBU-84610, which found Meraflor Yap Arriola guilty beyond reasonable doubt of Estafa.

---

\* Also referred to in the records as Miraflor Yap Arreola; Meraflor Yap Arreola.

<sup>1</sup> Records, p. 214.

### *The Facts and the Case*

In an Information<sup>2</sup> docketed as Criminal Case No. CBU-84610, Meraflor Yap Arriola (hereafter, accused-appellant) was charged as follows:

That on or about the 1st day of October, 2007, in the City of Cebu, Philippines, and within the jurisdiction of this Honorable Court, the said accused having received from one Ma. Cristina Adoptante assorted jewelry items valued in all at Php127,500.00, with the agreement that she would sell out those items for and in behalf of said Ma. Cristina Adoptante, with the obligation on her part to immediately account for and turn over the proceeds of the sale to said Ma. Cristina Adoptante on October 4, 2007, once the items are sold and return them to the latter if the items are not sold, said accused, once in possession of the jewelry items, far from complying with her obligation, with deliberate intent, with intent of gain and with unfaithfulness and grave abuse of confidence and of defrauding said Ma. Cristina Adoptante, did then and there misappropriate, misapply and convert into her own personal use and benefit, the amount of Php122,500.00, after deducting the amount of Php5,000.00, which is the value thereof and in spite of repeated demands made upon her to let her comply with her obligation, she failed and refused and up to the present of said (*sic*) Ma. Cristina Adoptante in the amount aforestated.

CONTRARY TO LAW.

When arraigned on 26 November 2008,<sup>3</sup> accused-appellant pleaded NOT GUILTY. After the pre-trial conference, trial on the merits was conducted.

---

<sup>2</sup> *Ibid.*, p. 1.

<sup>3</sup> *Ibid.*, p. 39.

### *The Version of the Prosecution*

The prosecution presented Ma. Cristina Adoptante (hereafter, Ma. Cristina)<sup>4</sup> and Ramil Co Adoptante (hereafter, Ramil) as witnesses. Their combined testimonies run in this wise:<sup>5</sup>

Ma. Cristina was engaged in the jewelry business.

On 1 October 2007, accused-appellant, a friend of Ma. Cristina, visited her at her house and asked if she had stocks of jewelry for sale. Accused-appellant told the latter that her sister-in-law had arrived from Canada and had checked-in at Shagrila Hotel; that she (accused-appellant) wanted to show the jewelry items to her. Accused-appellant promised to turn over the proceeds with interest and any unsold items on the 4<sup>th</sup> or 5<sup>th</sup> of October 2007. However, accused-appellant failed to return the items on the said date, saying that her sister-in-law brought the pieces of jewelry to Manila. Hence, Ma. Cristina prepared a Trust Receipt Agreement, listing therein the jewelry items in the total amount of One Hundred Twenty-Seven Thousand Seven Hundred Pesos (P127,700.00). The Five Thousand Pesos (P5,000.00) "data" or down payment of accused-appellant was reflected thereat, making the balance amounting to One Hundred Twenty-Two Thousand Seven Hundred Pesos (P122,700.00). The Trust Receipt Agreement further provided that the proceeds of the sale of the jewelry or any unsold items would be returned on 31 October 2007. Accused-appellant, however, failed to deliver on the agreed date.

Ma. Cristina further alleged that she had a hard time reaching accused-appellant. Thus, on 7 January 2008, Ma. Cristina contacted a lawyer who prepared a demand letter, which was sent through registered mail. The matter was also referred to the office of the Barangay Captain of Mohon, Talisay City. A certification to file action

---

<sup>4</sup> Also referred to in the records as Maria Cristina.

<sup>5</sup> TSN dated 10 August 2009, pp. 3-14, TSN dated 26 October 2010, pp. 3-9.

was issued when accused-appellant failed to appear during the scheduled barangay hearing.

Witness Ramil, Ma. Cristina's husband, corroborated Ma. Cristina's testimony. He further testified that Ma. Cristina kept on crying, got depressed, and was even hospitalized when accused-appellant failed to return the jewelry items.

### *The Version of the Defense*

The defense presented the accused-appellant herself, as the lone witness, who presented the following version:<sup>6</sup>

On 27 September 2007, she received assorted jewelry from Ma. Cristina for her sister to sell. It was agreed that the payment would be staggered over a three-month period; she gave a "data" or down payment in the amount of Five Thousand Pesos (P5,000.00). Accused-appellant further alleged that when they met at "SM Dimsum," Ma. Cristina forced her to sign a Trust Receipt Agreement. She denied having read the provisions thereof even as the contents were not explained to her. Apart from the Trust Receipt Agreement, she was also made to sign a promissory note. Accused-appellant denied having received notices of hearing from the office of the Barangay Captain of Mohon, Talisay City.

On cross-examination, accused-appellant testified that all the jewelry items were sold by her sister, but these were not yet paid by the alleged buyers.

### *Ruling of the Court a Quo*

On 29 October 2010, the court *a quo* rendered the assailed

---

<sup>6</sup> TSN dated 22 January 2010, pp. 3-8, TSN dated 12 March 2010, pp. 3-13.

Decision,<sup>7</sup> finding accused-appellant guilty beyond reasonable doubt of Estafa under Article 315, paragraph 1(b) of the Revised Penal Code, and also held her civilly liable. The dispositive portion of the Decision reads:

WHEREFORE, PREMISES CONSIDERED, this Court finds the accused MERAFLOR YAP ARREOLA, GUILTY of committing the crime of ESTAFA, defined and penalized under Article 315, par. 1(b) of the Revised Penal Code. She is hereby sentenced to suffer in prison the indeterminate term of EIGHT (8) YEARS OF PRISION MAYOR, as minimum, to SIXTEEN (16) YEARS of RECLUSION TEMPORAL, as maximum thereto.

She is further directed to pay the private complainant the total amount of Php122,500 for the unreturned jewelries and the amount of Php50,000.00 as moral damages.

SO ORDERED.

On 3 December 2010, accused-appellant filed a Notice of Appeal.<sup>8</sup> In the Order<sup>9</sup> dated 7 December 2010, the Notice of Appeal was given due course, and the Records of the case were ordered elevated to this Court.

### *Assignment of Errors*

On 19 September 2014, accused-appellant filed her Appellant's Brief,<sup>10</sup> with the following assignment of errors:

---

<sup>7</sup> *Supra*, Note 1.

<sup>8</sup> Records, p. 257.

<sup>9</sup> *Ibid.*, p. 259.

<sup>10</sup> Rollo, p. 66.

I

THE HONORABLE TRIAL COURT WAS PALPABLY MISTAKEN AND TOTALLY MISLED IN HOLDING THAT THE REAL TRANSACTION BETWEEN THE APPELLANT AND THE PRIVATE COMPLAINANT WAS THE TRUST RECEIPT AGREEMENT DATED OCTOBER 1, 2007 SIGNED AT THE SM DIMSUM RATHER THAN THE VERBAL AGREEMENT OF SALE CONCLUDED ON SEPTEMBER 27, 2007 IN THE HOUSE OF THE SPOUSES ADOPTANTES AT SANJER CASVILLE, LAHUG, CEBU CITY, WHERE APPELLANT RECEIVED THE JEWELRIES VALUED AT ONE HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED PESOS (P127,700.00) AND MADE A DOWNPAYMENT (DATA) OF FIVE THOUSAND PESOS (P5,000.00).

II

THE TRIAL COURT COMMITTED GROSS AND SERIOUS MISTAKE IN MISAPPLYING THE TRUST RECEIPT LAW SPECIALLY SECTION 3 OF PRESIDENTIAL DECREE NO. (PD) 115 TO THE TRANSACTION OF THE PARTIES.

III

THE TRIAL COURT EFFECTIVELY DENIED THE APPELLANT HER RIGHT TO DUE PROCESS AND THE RIGHT TO BE INFORMED OF THE CAUSE AND NATURE OF THE ACCUSATION AGAINST HER AND IN CONVICTING HER ON THE BASIS OF THE FALSE, PERJURIOUS AND CONTRADICTORY TESTIMONIES OF THE SPOUSES ADOPTANTES.

The pivotal issue for resolution is whether or not there is proof

beyond reasonable doubt to convict accused-appellant of the crime of Estafa.

In her Appellant's Brief, accused-appellant strongly asserts that the transaction between her and Ma. Cristina was not a trust receipt agreement but a simple contract of sale, for her to pay the balance of One Hundred Twenty-Two Thousand Seven Hundred Pesos (P122,700.00) within three (3) months. Moreover, accused-appellant claims that the trust receipts law was misapplied to their transaction. She further contends that Ramil's and Ma. Cristina's testimonies contradicted each other on material points. Accused-appellant also posits that there was no evidence of misappropriation or conversion as no evidence was shown that the items were already sold. Finally, she avers that she was denied due process when she was charged for a crime that was supposedly committed on 4 October 2007, but which, under the Trust Receipt Agreement, can be committed on the maturity date on 31 October 2007.

On the other hand, the Office of the Solicitor General (OSG), in its Brief,<sup>11</sup> alleges that the court *a quo* did not err in convicting accused-appellant of the crime charged because all the elements of Estafa under Article 315 par. 1(b) are present. The OSG contends that misappropriation was proven when accused-appellant failed to account for the pieces of jewelry upon demand. Moreover, Ma. Cristina was prejudiced by accused-appellant's misappropriation of the jewelry she held in trust for sale. The OSG avers that the instant case is not a simple contract of sale because there was no definitive agreement as to the sale but merely a prospect therefor. The OSG claims that even if there was initially a contract of sale, it was novated through the execution of the trust receipt agreement. Lastly, it is posited that the findings of fact of the court *a quo* are entitled to great respect.

---

<sup>11</sup> *Ibid.*, p. 99.

### *The Ruling of the Court*

We deny the appeal.

In the case at bar, accused-appellant was charged with *Estafa* under Article 315, paragraph 1(b) of the Revised Penal Code in relation to PD 115. *Estafa* is defined as:

ART. 315. *Swindling (estafa).*—Any person who shall defraud another by any of the means mentioned herein below  
x x x

1. With unfaithfulness or abuse of confidence, namely:

x x x

b. By misappropriating or converting, to the prejudice of another, money, goods, or any other personal property received by the offender in trust or on commission, or for administration, or under any other obligation involving the duty to make delivery of or to return the same, even though such obligation be totally or partially guaranteed by a bond; or by denying having received such money, goods, or other property x x x.

Based on the definition above, the essential elements of *Estafa* are: (1) that money, goods or other personal property is received by the offender in trust or on commission, or for administration, or under any obligation involving the duty to make delivery of or to return it; (2) that there be misappropriation or conversion of such money or property by the offender, or denial on his part of such receipt; (3) that such misappropriation or conversion or denial is to the prejudice of another; and, (4) there is demand by the offended party to the offender.<sup>12</sup>

---

<sup>12</sup> *Ng v. People*, G.R. No. 173905, 23 April 2010, citing *Salazar v. People*, G.R. No. 149472, 18 August 2004.



Relevant to the transaction between the parties is the Trust Receipt Agreement<sup>13</sup> dated 1 October 2007, which names accused-appellant as the receiver, and enumerating therein the various jewelry items she received in the total amount of One Hundred Twenty-Seven Thousand Seven Hundred Pesos (P127,700.00) less the "data" or down payment of Five Thousand Pesos (P5,000.00). Below the Agreement are the words:

Received in trust from \_\_\_\_ (trustor) the following products with the value listed above to be sold and the proceeds thereof be surrendered and delivered to the said trustor \_\_\_\_\_ on or before October 31, 2007 1<sup>st</sup> payment \_\_\_\_\_ 2<sup>nd</sup> payment \_\_\_\_\_ 3<sup>rd</sup> payment \_\_\_\_\_ 4<sup>th</sup> payment \_\_\_\_\_ (due date). My failure to deliver to M \_\_\_\_\_ the proceeds of the sale or to return the unsold item will forfeit my commission agreed and shall constitute as evidence of deceit making ME liable for estafa.

\_\_\_\_\_ (Sgd) \_\_\_\_\_  
Trustee Signature

A reading of the Trust Receipt Agreement indicates the following: accused-appellant acknowledged receipt of several items of jewelry amounting to One Hundred Twenty-Seven Thousand Pesos (P127,000.00) from Ma. Cristina; the jewelry were to be sold by accused-appellant; accused-appellant was to deliver to Ma. Cristina on 31 October 2007 all the proceeds from the sale and to return any unsold items.

It appears from the evidence that while accused-appellant admitted receiving the items of jewelry from Ma. Cristina, she delivered neither the proceeds nor any unsold items to Ma. Cristina on 31 October 2007.

---

<sup>13</sup> Exhibit "A".

*All the elements of Article 315 par. 1(b) were established*

*First element.* Various jewelry in the amount of One Hundred Twenty-Seven Thousand Pesos (P127,000.00) were received by the accused-appellant under the following obligation: she would sell the jewelry; and, on 31 October 2007, she would deliver to Ma. Cristina all the proceeds and/or return the unsold items.

*Second element.* Accused-appellant misappropriated the pieces of jewelry she received from Ma. Cristina.

The essence of estafa under Article 315, par. 1 (b) is the appropriation or conversion of money or property received to the prejudice of the owner. The words "convert" and "misappropriate" connote an act of using or disposing of another's property as if it were one's own, or of devoting it to a purpose or use different from that agreed upon. To misappropriate for one's own use includes not only conversion to one's personal advantage, but also every attempt to dispose of the property of another without right.<sup>14</sup>

Failure to account, upon demand, for funds or property held in trust is circumstantial evidence of misappropriation.<sup>15</sup>

In this case, accused-appellant acknowledged receipt of One Hundred Twenty-Seven Thousand Pesos (P127,000.00) worth of jewelry from Ma. Cristina; she failed to return the same and/or remit the proceeds of the sale to Ma. Cristina upon demand (the last demand being via the letter dated 7 January 2008). Clearly, the forgoing facts constitute circumstantial evidence of misappropriation.<sup>16</sup>

---

<sup>14</sup> *Burgundy Realty Corp. v. Reyes*, G.R. No. 181021, 10 December 2012, citing *Amorsolo v. People*, G.R. No. L-76647, 30 September 1987.

<sup>15</sup> *Filadams Pharma, Inc. v. Court of Appeals*, G.R. No. 132422, 30 March 2004.

<sup>16</sup> See *D' Aigle v. People*, G.R. No. 174181, 26 June 2012.

*Third element.* The prosecution was also successful in proving the third element of prejudice. Accused-appellant's failure or refusal to give the proceeds or return the unsold items to Ma. Cristina evidently prejudiced the rights and interests of the latter. Not only did Ma. Cristina fail to recover her jewelry but she also lost the opportunity to sell the jewelry herself from which she could have earned profits. She further incurred expenses in hiring a lawyer and in litigating the present case. At any rate, the disturbance in her property rights caused by accused-appellant's misappropriation is in itself sufficient to constitute injury within the meaning of Article 315 of the Revised Penal Code.

*Fourth element.* Generally, demand for the return of the thing delivered in trust is necessary before an accused is convicted of estafa. However, if there is an agreed period for the accused to return the thing received in trust and the accused fails to return it within the agreed period, as in this case, demand is unnecessary. Failure to return the thing within the agreed period consummates the crime of estafa, i.e, the misappropriation of the thing received in trust.<sup>17</sup> Even then, a demand for the return of the jewelry was made through a letter by Ma. Cristina's counsel.

In sum, all these elements were amply and clearly established in this case. Accused-appellant received the pieces of jewelry from Ma. Cristina for the particular purpose of selling these items, but accused-appellant misappropriated the jewelry as evidenced by the fact of her failure to remit the proceeds and/or return the same on the agreed date and despite demands, and the misappropriation prejudiced Ma. Cristina.

---

<sup>17</sup> *Benito v. People*, G.R. No. 204644, 11 February 2015, citing *United States v. Sotelo*, 28 Phil. 147, 156 (1914).

Accused-appellant argues that the nature of her transaction with Ma. Cristina was a simple sale, hence she could not be convicted of Estafa.

We are not persuaded.

It clearly appears that the parties have entered into a trust receipt transaction as defined in Section 4 of P.D. 115, *viz*:<sup>18</sup>

Section 4 of P.D. 115. *What constitutes a trust receipt transaction.*

A trust receipt transaction, within the meaning of this Decree, is any transaction by and between a person referred to in this Decree as the entruster, and another person referred to in this Decree as trustee, whereby the entruster, who owns or holds absolute title or security interests over certain specified goods, documents or instruments, releases the same to the possession of the trustee upon the latter's execution and delivery to the entruster of a signed document called a "trust receipt" wherein the trustee binds himself to hold the designated goods, documents or instruments in trust for the entruster and to sell or otherwise dispose of the goods, documents or instruments with the obligation to turn over to the entruster the proceeds thereof to the extent of the amount owing to the entruster or as appears in the trust receipt or the goods, documents or instruments themselves if they are unsold or not otherwise disposed of, in accordance with the terms and conditions specified in the trust receipt, or for other purposes substantially equivalent to any of the following:

1. In the case of goods or documents, (a) to sell the goods or procure their sale; or (b) to manufacture or process the goods with the purpose of ultimate sale: Provided, That, in the case of goods delivered under trust receipt for the purpose of manufacturing or processing before its ultimate sale, the entruster shall retain its title over the goods whether

---

<sup>18</sup> Providing for the Regulation of Trust Receipts Transactions.

in its original or processed form until the trustee has complied fully with his obligation under the trust receipt; or (c) to load, unload, ship or tranship or otherwise deal with them in a manner preliminary or necessary to their sale[.]

There are two obligations in a trust receipt transaction. The first is covered by the provision that refers to money under the obligation to deliver it (*entregarla*) to the owner of the merchandise sold. The second is covered by the provision referring to merchandise received under the obligation to return it (*devolvera*) to the owner. Thus, under the Trust Receipts Law, intent to defraud is presumed when (1) the trustee fails to turn over the proceeds of the sale of goods covered by the trust receipt to the entruster; or, (2) when the trustee fails to return the goods under trust, if they are not disposed of in accordance with the terms of the trust receipts.<sup>19</sup>

The unequivocal terms of their Trust Receipt Agreement, which accused-appellant admitted to have signed, corroborated Ma. Critina's testimony and showed the fiduciary relationship between the two parties as principal and agent, where the accused-appellant was entrusted with the pieces of jewelry under the specific authority to sell them and to return these items if they remained unsold, on 31 October 2007. Under the parol evidence rule, no additional or contradictory terms to this written agreement can be admitted to show that, at or before the signing of the document, other or different terms were orally agreed upon by the parties. Thus, the terms of the Trust Receipt Agreement should be the prevailing terms of the transaction between the parties, not any oral or side agreement the accused-appellant alleged.<sup>20</sup>

---

<sup>19</sup> *Landbank of the Philippines v. Perez*, G.R. No. 166884, 13 June 2012, citing *Colinares v. Court of Appeals*, 394 Phil. 106 (2000); *Gonzales v. Hongkong and Shanghai Banking Corporation*, G.R. No. 164904, 19 October 2007.

<sup>20</sup> *Pamintuan v. People*, G.R. No. 172820, 23 June 2010, citing *Sps. Agbada v. Inter-Urban Developers, Inc.*, 438 Phil. 168, 192 (2002).

The fact that the Trust Receipt Agreement was only executed days after the various jewelry were entrusted to accused-appellant is of no moment. From the very beginning, the parties had agreed that these would be sold by accused-appellant in behalf of Ma. Cristina. In fact, accused-appellant admitted that she had them sold by her sister in Manila.<sup>21</sup> Accused-appellant's admission clearly shows that no contract of sale really happened between them but merely a potential sale.

Besides, other than accused-appellant's claim that she was forced to sign a promissory note, she failed to present such document which could have supported her claim of a simple sale transaction.

*Proper penalty*

Anent the penalty imposed by the court *a quo*, We find the same worthy of modification.

Article 315, paragraph 1 of the Revised Penal Code provides for the penalty in Estafa cases, where the amount defrauded exceeds Twenty-Two Thousand Pesos (P22,000.00), as in the present case, to wit:

ART. 315. Swindling (estafa).-Any person who shall defraud another by any of the means mentioned hereinbelow shall be punished by:

1<sup>st</sup>. The penalty of prision correccional in its maximum period to prision mayor in its minimum period, if the amount of the fraud is over 12,000 but does not exceed 22,000.00 pesos, and if such amount exceeds the latter sum, the penalty provided in this paragraph shall be imposed in its maximum period, adding one year for each additional 10,000; but the

---

<sup>21</sup> TSN dated 12 March 2010, p. 7.

total penalty which may be imposed shall not exceed twenty years. x x x

The penalty prescribed by Article 315 is composed of only two, not three, periods, in which case, Article 65 of the same Code requires the division of the time included in the penalty into three equal portions of time included in the penalty prescribed, forming one period of each of the three portions. Applying the latter provisions, the maximum, medium and minimum periods of the penalty prescribed are:

Maximum - 6 years, 8 months, 21 days to 8 years

Medium - 5 years, 5 months, 11 days to 6 years, 8 months, 20 days

Minimum - 4 years, 2 months, 1 day to 5 years, 5 months, 10 days

To compute the maximum period of the prescribed penalty, *prisión correccional* maximum to *prisión mayor* minimum should be divided into three equal portions of time each of which portion shall be deemed to form one period in accordance with Article 65 of the RPC. In the present case, the amount involved is One Hundred Twenty-Two Thousand (P122,000.00), which exceeds Twenty-Two Thousand Pesos (P22,000.00), thus, the maximum penalty imposable should be within the maximum period of 6 years, 8 months and 21 days to 8 years of *prision mayor*. Article 315 also states that a period of one year shall be added to the penalty for every additional Ten Thousand Pesos (P10,000.00) defrauded in excess of Twenty-Two Thousand Pesos (P22,000.00), but in no case shall the total penalty which may be imposed exceed 20 years.<sup>22</sup>

Considering that the amount of One Hundred Twenty-Two Thousand (P122,000.00) is One Hundred Thousand (P100,000.00) more than the Twenty-Two Thousand (P22,000.00) ceiling set by law,

---

<sup>22</sup> See *Corpuz v. People*, G.R. No. 180016, 29 April 2014.

then, adding one year for each additional Ten Thousand Pesos (P10,000.00), the maximum period of 6 years, 8 months and 21 days to 8 years of *prision mayor* minimum would be increased by ten (10) years. Taking the maximum of the prescribed penalty, which is 8 years, plus an additional 10 years, the maximum of the indeterminate penalty is 18 years.<sup>23</sup>

Applying the Indeterminate Sentence Law, since the penalty prescribed by law for the estafa charge against petitioner is *prision correccional* maximum to *prision mayor* minimum, the penalty next lower would then be *prision correccional* in its minimum and medium periods.<sup>24</sup>

Thus, the minimum term of the indeterminate sentence should be anywhere from 6 months and 1 day to 4 years and 2 months.<sup>25</sup>

Hence, the proper penalty should be imprisonment ranging from 4 years and 2 months of *prision correccional* to 18 years of *reclusion temporal*.

The court *a quo* is correct in ordering the accused-appellant to indemnify Ma. Cristina the sum of One Hundred Twenty-Two Thousand Pesos (P122,000.00) as actual damages because the said amount represents the pieces of jewelry that were not returned by the accused-appellant. The award of moral damages in the amount of Fifty Thousand Pesos (P50,000.00) is also in order.<sup>26</sup> Meanwhile, there should be an imposition of interest on all damages at the rate of six percent (6%) per annum from the finality of judgment until such

---

<sup>23</sup> *Ibid.*

<sup>24</sup> *Ibid.*

<sup>25</sup> *Ibid.*

<sup>26</sup> Art. 2220 of the Civil Code.- Willful injury to property may be a legal ground for awarding moral damages if the court should find that, under the circumstances, such damages are justly due. The same rule applies to breaches of contract where the defendant acted fraudulently or in bad faith.



damages shall have been fully paid, consistent with recent jurisprudence on damages.<sup>27</sup>

**WHEREFORE**, the appeal is **DISMISSED**. The assailed Decision dated 29 October 2010 of the Regional Trial Court, Branch 10, Cebu City in Criminal Case No. CBU-84610 is **AFFIRMED with MODIFICATION**. As modified, accused-appellant Meraflor Yap Arriola is sentenced to imprisonment of 4 years and 2 months of *prision correccional*, as minimum, to 18 years of *reclusion temporal*, as maximum. Accused-appellant is further **ORDERED** to pay Ma. Cristina Adoptante:

- 1) One Hundred Twenty-Two Thousand Pesos (P122,000.00) as actual damages; and,
- 2) Fifty Thousand Pesos (P50,000.00) as moral damages.

Six Percent Interest (6%) per annum shall be imposed on the award of damages from the finality of judgment until fully paid.

SO ORDERED.

**GERALDINE C. FIEL-MACARAIG**  
*Associate Justice*

*WE CONCUR:*

**EDGARDO L. DELOS SANTOS**  
*Associate Justice*

**EDWARD B. CONTRERAS**  
*Associate Justice*

---

<sup>27</sup> *People v. Dollendo, et al.*, G.R. No. 181701, 18 January 2012, citing *People v. Maningding*, G.R. No. 195665, 14 September 2011.

## **CERTIFICATION**

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

**EDGARDO L. DELOS SANTOS**

*Associate Justice*

*Chairperson, Nineteenth Division*