



Republic of the Philippines
Supreme Court
Baguio City

SECOND DIVISION

**LEE SAKING y ANNIBAN @ LEE
SAKING SANNIBAN,**
Petitioner,

- versus -

PEOPLE OF THE PHILIPPINES,
Respondent.

G.R. No. 257805

Present:

LEONEN,
LAZARO-JAVIER,
LOPEZ, M.,
LOPEZ, J., and
KHO, Jr.,

Promulgated:

APR 12 2023

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DECISION

LOPEZ, J., J.:

This Court resolves a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court, filed by Lee Saking y Anniban *alias* Lee Saking Sanniban (*Saking*) assailing the Decision² and Resolution³ of the Court of Appeals (CA) in CA-G.R. CR No. 40287, which affirmed the Joint Decision⁴ of the Regional Trial Court (RTC), convicting him for (1) illegal recruitment under Sections 6 and 7 of Republic Act (R.A.) No. 8042, or the Migrant Workers and Overseas Filipinos Act of 1995, and (2) *estafa* defined and penalized under paragraph 2 (a), Article 315 of the Revised Penal Code.

The Antecedents

Saking was criminally charged for three separate offenses: (1) illegal recruitment under Sections 6 and 7 of R.A. No. 8042, (2) *estafa* under Article

¹ *Rollo*, pp. 12–33.

² *Id.* at 38–62. The September 9, 2020 Decision in CA-G.R. CR No. 40287 was penned by Associate Justice Louis P. Acosta, and concurred in by Acting Presiding Justice Remedios A. Salazar-Fernando and Associate Justice Eduardo B. Peralta, Jr. of the First Division, Court of Appeals, Manila.

³ *Id.* at 35–36. The July 22, 2021 Resolution in CA-G.R. CR No. 40287 was penned by Associate Justice Louis P. Acosta, and concurred in by Presiding Justice Remedios A. Salazar-Fernando and Associate Justice Eduardo B. Peralta, Jr. of the Former First Division, Court of Appeals, Manila.

⁴ *Id.* at 84–95. The July 6, 2017 Joint Decision in Criminal Case Nos. 14-CR-10149 to 14-CR-10151 was penned by Judge Cecilia Corazon S. Dulay-Archog of Branch 8, Regional Trial Court, La Trinidad, Benguet.

315, paragraph 2 (a) of the Revised Penal Code, and (3) carnapping under R.A. No. 6539, or the Anti-Carnapping Act of 1972, as follows:

Illegal Recruitment: Criminal Case No. 14-CR-10149

That on or about the month of March 2013 at Puguis, Municipality of La Trinidad, Province of Benguet, Philippines and within the jurisdiction of this Honorable Court, the above-named accused, without being issued any license or authority by the Philippine Overseas Employment Administration (POEA), did then and there willfully, unlawfully and knowingly recruit for overseas employment JAN DENVER PALASI by misrepresenting himself as a duly licensed or authorized overseas job recruiter, when in truth and in fact he was not, and by reason of his misrepresentations which were completely relied upon by said JAN DENVER PALASI, accused was able to collect and receive from him the total amount of ONE HUNDRED TEN THOUSAND ([PHP] 110,000.00) PESOS, Philippine Currency, as placement fees without however fulfilling his promise to deploy Jan Denver nor had he reimbursed him the placement fees and other expenses he incurred, all to his damage and prejudice.

CONTRARY TO LAW.

Estafa: Criminal Case No. 14-CR-10150

That on or about the second week of July 2013, and third week of October, at the Municipality of La Trinidad, Province of Benguet, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, with intent to defraud, did then and there willfully, unlawfully, feloniously misrepresent himself as duly authorized or licensed job recruiters (sic) for overseas employment at Australia, thereby inducing JAN DENVER PALASI y BASILIO to apply and to give and deliver to him the total amount of EIGHTY FIVE THOUSAND PESOS ([PHP] 85,000.00), Philippine Currency, as supposed payment of the processing fee and other related fees, but after receipt thereof, said accused misappropriated the said amount for his own use and personal benefit, and despite demands made upon him, refused and failed to reimburse the amount without any justifiable reason, to the damage and prejudice of said JAN DENVER PALASI.

CONTRARY TO LAW.

Carnapping: Criminal Case No. 14-CR-10152

That on or about last week of October, 2013 at Palmaville, Puguis, Municipality of La Trinidad, Province of Benguet, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, with intent to gain, and without the consent of the owner, did then and there willfully, unlawfully, and knowingly take, steal and drive away a MITSUBISHI DELICA van, colored white, bearing Plate No. 4D56-FP6964, and Serial Number P25W-0800359, valued at ONE HUNDRED TWENTY THOUSAND PESOS (Php 120,000.00) owned by JAN DENVER PALASI, but still registered in the name of CZERBY ABAT SALANGA, to the damage and prejudice of the owner.

CONTRARY TO LAW.⁵

⁵ *Id.* at 39-41.

Private complainant Jan Denver Palasi (*Palasi*) recalled that he met Saking at a car repair shop where he was having his Mitsubishi Delica van repaired. Saking presented that he was looking for people interested to work in Australia as grape and apple pickers with a required placement fee of PHP 300,000.00. Palasi signified his interest to apply for the job. Short with funds, he offered his van as payment. Saking agreed but required him to pay an additional PHP 100,000.00 in cash.⁶

To proceed with the application, Palasi was made to fill out the forms. After filling out the documents, he gave them to Saking, together with his passport. Palasi subsequently paid the PHP 100,000.00 in three installments. In all these transactions, Saking did not give him any official receipt.⁷

Palasi recalled that Saking once brought him to Practice Agency, the office which supposedly processed the papers. He alleged, however, that Saking made him wait in the car.⁸

After Saking collected the entire amount of PHP 100,000.00, Palasi could no longer contact him. Hence, at around June 2013, Palasi went to Practice Agency in order to personally inquire on the status of his papers and application for the job. To his surprise, he was told that he had no pending application with the agency. On account of this discovery, he went to the Philippine Overseas Employment Agency (*POEA*) where it was confirmed that Saking had no license to recruit workers for overseas employment.⁹

To make matters worse, Palasi found out that Saking took his Delica van from the car repair shop without his knowledge. Although the van was part of the payment for the placement fee, it was agreed that the vehicle would only be taken with the owner's consent. Nevertheless, Palasi was able to recover it from a certain Ernesto Buya, the person who bought the vehicle from Saking.¹⁰

On cross-examination, Palasi presented the deed of sale, official receipt, and certificate of registration of the vehicle to prove his ownership thereof. He stated that he did not authorize the owner of the car repair shop to release the van to Saking.¹¹

He admitted his failure to inquire on the legitimacy of Saking as a recruiter for overseas workers. There was also no attempt on his part to personally visit the agency until such time when he could no longer contact

⁶ *Id.* at 42.

⁷ *Id.*

⁸ *Id.*

⁹ *Id.* at 42-43.

¹⁰ *Id.* at 43.

¹¹ *Id.*



Saking. In all the monetary transactions, no single receipt was issued to him as proof of payment. Lastly, he did not recall applying for a work visa.¹²

The last witness for the prosecution was Alberto P. Silvada (*Silvada*), the mechanic who repaired Palasi's Delica van. He testified that Saking requested to test drive the vehicle but he no longer returned to the shop. According to the witness, Saking also promised his son, Ordono Silvada, a job in Australia.¹³

On cross-examination, Silvada confirmed that Palasi did not authorize him to release the vehicle to Saking. He merely assumed that the latter was buying the vehicle from Palasi. On re-direct examination, Silvada reiterated that he did not actually hear Saking and Palasi conversing about the sale of the vehicle.¹⁴

The defense waived its right to present evidence.¹⁵

Thereafter, the RTC convicted Saking for the crimes of illegal recruitment and *estafa*, but acquitted him of carnapping. The dispositive portion of its Decision¹⁶ stated as follows:

WHEREFORE, premises considered,

1. In Criminal Case No. 15-CR-10149, the court finds accused Lee Saking y Sanniban a.k.a. Lee Saking y Anniban guilty beyond reasonable doubt of the crime of [i]llegal [r]ecruitment defined and penalized under Section 6 and 7 of Republic Act (R.A.) No. 8042, or the Migrant Workers and Overseas Filipinos Act of 1995 and hereby sentences him to suffer an indeterminate sentence of six years as minimum to [n]ine (9) years as maximum and to pay a fine of Two Hundred Thousand Pesos ([PHP] 200,000.00).

2. In Criminal Case No. 14-CR-10150, the court finds accused Lee Saking y Sanniban a.k.a. Lee Saking y Anniban guilty beyond reasonable doubt of the crime of Estafa defined and penalized under paragraph 2(a), Article 315 of the Revised Penal Code and is hereby sentenced to suffer the penalty of imprisonment of 4 years and 2 months of *prison correccional* as minimum to 10 years of *prison mayor* as maximum. He is likewise ordered to pay the private complainant the amount of Eighty Five Thousand ([PHP] 85,000.00) Pesos.

3. In Criminal Case No. 14-CR-10151, the court acquits accused Lee Saking y Sanniban a.k.a. Lee Saking y Anniban of

¹² *Id.* at 44.

¹³ *Id.*

¹⁴ *Id.* at 44-45.

¹⁵ *Id.* at 45.

¹⁶ *Id.* at 84-95.

the offense charged of Carnapping for insufficiency of evidence and on reasonable doubt.

Pursuant to Article 29 of the Revised Penal Code as amended, the period of the preventive imprisonment of the accused shall be credited in the service of his sentence, provided the conditions prescribed by law and regulations have been fully met.

SO ORDERED.¹⁷

Upon Saking's appeal, the CA issued a Joint Decision affirming the RTC Decision *in toto*, the dispositive portion stating as follows:

ACCORDINGLY, the Appeal of the accused-appellant is DENIED. The Joint Decision dated 6 July 2017 issued by the Regional Trial Court, First Judicial Region, Branch 8, La Trinidad, Benguet, is hereby AFFIRMED *in toto*.

SO ORDERED.¹⁸

Hence, this recourse.

In the instant Petition, Saking asserts that the weak and inconsistent evidence of the prosecution deserved scant consideration. He points out that POEA Director Lucia L. Villamayor (*Director Villamayor*), who signed the certification stating that Saking was not a licensed recruiter, was already retired at the time of its issuance. He states that the witness offered by the prosecution, Atty. Oropillo-Simon, who was the POEA coordinator in the Regional Extension Unit in the Cordillera Administrative Region, "had no legal custody of the document as the same was issued by the POEA Central Office."¹⁹ Hence, he concluded that the POEA certification was unauthenticated in the manner required by Rule 132, Section 24 of the Revised Rules of Court. Furthermore, the prosecution failed to prove that Saking made a promise that he alone could give Palasi work as an apple or grape picker. At the onset, Saking made Palasi understand that the papers would be processed by Practice Agency. Palasi knew that Saking was only a middleman or conduit of Practice Agency. Lastly, Palasi himself was not a credible witness because of certain inconsistencies in his narration about going to Practice Agency. He also admitted that he had never gone to the Australian embassy. Saking concludes in his Petition that the elements of illegal recruitment and *estafa* were not present in this case because Palasi's testimony regarding deceit on the part of Saking was unsubstantiated. He did not even produce receipts to support his claims.

In his Comment,²⁰ Palasi insists that the Petition raised questions of fact that are inappropriate for this kind of proceeding. In any case, all the elements

¹⁷ *Id.* at 95.

¹⁸ *Id.* at 62.

¹⁹ *Id.* at 22.

²⁰ *Id.* at 159-183.

for illegal recruitment and *estafa* have been proven without a scintilla of doubt. He clarifies that the certification issued by retired POEA Director Villamayor was a public document, hence the entries are *prima facie* evidence of the facts therein stated. Citing jurisprudence, he states that a certification by the POEA is not even indispensable in proving illegal recruitment activities. Furthermore, the inconsistencies in Palasi's testimony had nothing to do with the elements of the crime. Finally, the facts clearly establish that Saking gave Palasi a distinct impression that he had the power or ability to send him abroad for work.

Issue

Whether the CA correctly affirmed the Joint Decision of the RTC which convicted Lee Saking y Anniban for the crimes of illegal recruitment and *estafa*.

This Court's Ruling

At the outset, We emphasize the rule that this Court does not review factual questions, primarily because it is not a trier of facts and it is generally not inclined to reexamine and reevaluate the evidence of the parties, whether testimonial or documentary.²¹ While this principle allows for certain exceptions,²² such exceptions are not present in this case.

Given this, it is established that the factual findings by the trial courts in this case are generally binding upon this Court, thus:

[F]actual findings of the trial court, particularly when affirmed by the Court of Appeals, are binding upon this Court. They are entitled to utmost respect and even finality, if there is no palpable error that would warrant a reversal of the lower courts' assessment of facts.²³

²¹ *JR Hauling Services v. Solamo*, G.R. No. 214294, September 30, 2020. [Per J. Hernando, Second Division].

²² (1) the conclusion is a finding grounded entirely on speculation, surmise and conjecture;
(2) the inference made is manifestly mistaken;
(3) there is grave abuse of discretion;
(4) the judgment is based on a misapprehension of facts;
(5) the findings of fact are conflicting;
(6) the Court of Appeals went beyond the issues of the case and its findings are contrary to the admissions of both appellant and appellees;
(7) the findings of fact of the Court of Appeals are contrary to those of the trial court;
(8) said findings of fact are conclusions without citation of specific evidence on which they are based;
(9) the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondents; and
(10) the findings of fact of the Court of Appeals are premised on the supposed absence of evidence and contradicted by the evidence on record. See *Sigaya v. Mayuga*, 504 Phil. 600 (2005) [Per J. Austria-Martinez, Second Division].

²³ *Philippine Savings Bank v. Maria Cecilia Sakata*, G.R. No. 229450, June 17, 2020. [Per J. Leonen, Third Division].

This principle necessarily limits the scope of review by this Court over this case.

Illegal recruitment

² R.A. No. 8042, or The Migrant Workers Act, as amended by R.A. No. 10092, defines illegal recruitment in the following manner:

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Section 5. Section 6 of Republic Act No. 8042, as amended, is hereby amended to read as follows:

SEC. 6. *Definition.* — For purposes of this Act, illegal recruitment shall mean any act of canvassing, enlisting, contracting, transporting, utilizing, hiring, or procuring workers and includes referring, contract services, promising or advertising for employment abroad, whether for profit or not, when undertaken by non-licensee or non-holder of authority contemplated under Article 13(f) of Presidential Decree No. 442, as amended, otherwise known as the Labor Code of the Philippines: Provided, That any such non-licensee or non-holder who, in any manner, offers or promises for a fee employment abroad to two or more persons shall be deemed so engaged. It shall likewise include the following acts, whether committed by any person, whether a non-licensee, non-holder, licensee or holder of authority:

- (a) To charge or accept directly or indirectly any amount greater than that specified in the schedule of allowable fees prescribed by the Secretary of Labor and Employment, or to make a worker pay or acknowledge any amount greater than that actually received by him as a loan or advance;
- (b) To furnish or publish any false notice or information or document in relation to recruitment or employment;
- (c) To give any false notice, testimony, information or document or commit any act of misrepresentation for the purpose of securing a license or authority under the Labor Code, or for the purpose of documenting hired workers with the POEA, which include the act of reprocessing workers through a job order that pertains to nonexistent work, work different from the actual overseas work, or work with a different employer whether registered or not with the POEA;
- (d) To include or attempt to induce a worker already employed to quit his employment in order to offer him another unless the transfer is designed to liberate a worker from oppressive terms and conditions of employment;
- (e) To influence or attempt to influence any person or entity not to employ any worker who has not applied for employment through his agency or who has formed, joined or supported, or has contacted or is supported by any union or workers' organization;
- (f) To engage in the recruitment or placement of workers in jobs harmful to public health or morality or to the dignity of the Republic of the Philippines;
- (h) To fail to submit reports on the status of employment, placement vacancies, remittance of foreign exchange earnings, separation from jobs, departures and such other matters or information as may be required by the Secretary of Labor and Employment;

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- (i) To substitute or alter to the prejudice of the worker, employment contracts approved and verified by the Department of Labor and Employment from the time of actual signing thereof by the parties up to and including the period of the expiration of the same without the approval of the Department of Labor and Employment;
- (j) For an officer or agent of a recruitment or placement agency to become an officer or member of the Board of any corporation engaged in travel agency or to be engaged directly or indirectly in the management of travel agency;
- (k) To withhold or deny travel documents from applicant workers before departure for monetary or financial considerations, or for any other reasons, other than those authorized under the Labor Code and its implementing rules and regulations;
- (l) Failure to actually deploy a contracted worker without valid reason as determined by the Department of Labor and Employment;
- (m) Failure to reimburse expenses incurred by the worker in connection with his documentation and processing for purposes of deployment, in cases where the deployment does not actually take place without the worker's fault. Illegal recruitment when committed by a syndicate or in large scale shall be considered an offense involving economic sabotage; and
- (n) To allow a non-Filipino citizen to head or manage a licensed recruitment/manning agency.

Jurisprudence parses out the elements of illegal recruitment in the following manner:

[T]o sustain a conviction for illegal recruitment under R.A. 8042 in relation to the Labor Code, the prosecution must establish two (2) elements: *first*, the offender has no valid license or authority required by law to enable one to lawfully engage in the recruitment and placement of workers; and *second*, the offender undertakes any of the activities within the meaning of recruitment and placement defined in Article 13(b) of the Labor Code, or any of the prohibited practices enumerated under Section 6 of R.A. No. 8042.²⁴

This Court is convinced that the prosecution was able to prove both elements of illegal recruitment in this case.

First, as found by the CA, Saking does not dispute that he did not possess a license or authority to engage in any recruitment and placement activities. The certification of the Licensing and Regulation Branch of the POEA and the testimony of the coordinator of POEA Regional Extension Unit-Cordillera Administrative Region have sufficiently proven this fact.

In the instant Petition, Saking attacks the authenticity of the POEA certification by pointing out that the signatory therein had already retired and

²⁴ *People v. Estrada*, 826 Phil. 894 (2018) [Per J. Martires, Third Division].

that the coordinator of the Regional Extension Unit did not have personal knowledge on the contents thereof. We cannot give credence to this position. Rule 130, Section 23 of the Rules of Court plainly provides the *prima facie* nature of the contents of public documents such as the POEA certification in question:

SEC. 23. *Public documents as evidence.* — Documents consisting of entries in public records made in the performance of a duty by a public officer are prima facie evidence of the facts therein stated. All other public documents are evidence, even against a third person, of the fact which gave rise to their execution and of the date of the latter.

Furthermore, Section 7 of the same Rule provides that when the original of document is in the custody of public officer or is recorded in a public office, its contents may be proved by a certified copy issued by the public officer in custody thereof.

Here, the prosecution sufficiently established that the POEA Coordinator, Atty. Oropillo-Simon, issued the certification in her official capacity after she verified the information through the internal POEA employee messaging platform called BigAnt.²⁵ Having been in the custody of the public record, she was in the position to prove the contents thereon.

As to the second element, referring to Article 13(b) of the Labor Code, there must be a promise or offer of employment from the person posing as a recruiter. In the trial for this case, Palasi affirmed in open court that Saking told him that the latter is willing to provide him a working visa as he had a connection with the Australian embassy. Palasi parted with his money in order for his papers to be processed. The testimony is reproduced herein:

PROS. BAYUBAY:

Q: Mr. Witness, you mentioned that you had a chat with Mr. Saking. What was the chat all about?

A: He told me that he was in need of workers for Australia, sir.

Q: And what kind of work was in Australia that he was in need of workers?

A: Grape picking or apple picking, [S]ir.

Q: And what was your reaction to this statement of Mr. Saking?

A: I showed interest in working there also, sir.

Q: And after you showed interest in working as a grape or apple picker in Australia, what happened?

A: He told me sir that I have to pay a huge sum of placement fee.

Q: And how much was the huge amount that you are to pay?

A: [PHP] 300, Sir.

²⁵ Rollo, p. 22.



COURT:

Q: [PHP] 300,000.00?

A: [PHP] 300,000.00, Your Honor.

PROS BAYUBAY:

Q: And what was your reply, if any?

A: I don't have sufficient money, sir, for the placement so if you want I will offer you my Delica vehicle.

Q: And what was the reply of Mr. Saking?

A: He told me that you are still lacking in funds.

Q: And how much was he asking in addition to the value of your car?

A: [PHP] 100 plus, sir.

COURT:

Q: [PHP] 100?

A: [PHP] 100,000.[00] plus, Your Honor.

COURT:

You specify.

PROS. BAYUBAY:

Q: And what did you do with the amount that he was asking in addition to the value of your Delica van?

A: Processing fee of my papers, sir.

Q: And how much was he asking in addition to the value of your car?

COURT:

Already answered, [PHP] 100,000.00, that was his earlier answer.

PROS. BAYUBAY:

Q: And did you pay the amount that he was asking in addition to the value of the car?

A: I gave it by installment, sir.

Q: And how much was your first installment?

A: [PHP] 35,000.00, sir.

Q: And aside from this P35,000.00, when did you give your [PHP] 35,000.00?

A: Can I see the statement, sir, because that was a long time ago?

....

Q: And what followed after the giving of the [PHP] 35,000.00?

A: He told me that I still needed to pay some fee and I gave it to him, sir.

Q: And how much did you give again to Mr. Lee Saking?

A: I gave him an additional of [PHP] 20,000.00, Sir.

Q: And after you gave the amount of [PHP] 20,000.00 to Mr. Saking, what happened?

A: He told me that we will have to wait for my papers to be processed, sir.

Q: And were your papers processed?

A: It's none yet, sir.

....

Q: You also mentioned that he asked you [PHP] 50,000.00?

A: Yes sir, but I totaled a [PHP] 100,000.00 amount but I cannot remember anymore the exact amount I totaled, sir.

Q: So you also gave him [PHP] 50,000.00, is that what you are saying?

A: Yes, [S]ir.

Q: Aside from this transaction wherein you gave [PHP] 50,000.00 to him, did you have any other transaction with Mr. Lee Saking?

A: After he collected all the amount that I have paid, he just told me that I'll just have to wait for the processing of my paper but since then I cannot contact him anymore.²⁶

Verily, the fact remains that Palasi parted with his money and his van. It is clear from his testimony that the promise made by Saking was what motivated him to do so. In this Petition, Saking asserts that it was Palasi who initiated the conversation and mentioned that he was looking for work. Again, this is a factual claim that this Court can no longer pass upon.

Furthermore, it is evident in the instant Petition that Saking admits having represented to Palasi that there was a job opportunity in Australia. Saking only denies having represented that *he alone* had the power to make it happen. First of all, this is another disputed fact that cannot be reviewed in this case. Second, this position by Saking reveals an admission confirming that he did indeed represent himself as someone who could, at the very least, process his placement for work in Australia.

Finally, Saking makes factual issues in the instant Petition regarding the inconsistencies in Palasi's testimony where he supposedly stated that he stayed in the car when they went to Practice Agency, but also stated later on that he went to the agency on the same date to follow up his papers. Again, factual issues have no place in reviews on *certiorari*. In any case, it is an established principle that inconsistencies in testimony do not necessarily affect the witness's credibility:

Time and again this Court has held that inconsistencies in the testimony of witnesses when referring only to minor details and collateral matters do not affect either the substance of their declaration, their veracity, or the weight of their testimony. Such inconsistencies reinforce rather than weaken their credibility and suggest that they are telling the truth.²⁷

In this case, Palasi's awareness on the involvement of Practice Agency is immaterial. There are only two elements to sustain a conviction for illegal recruitment. Here, the prosecution has aptly proven that (1) Saking has no valid license or authority required by law to enable him to lawfully engage in the recruitment and placement of workers; and (2) that he has advertised

²⁶ *Id.* at 90–92.

²⁷ *Sumalpong v. Court of Appeals*, 335 Phil. 1218–1228 (1997) [Per J. Francisco, Third Division].



employment abroad, for profit through a placement fee. The CA did not err in finding that Saking is guilty for the crime of illegal recruitment.

Estafa

The same set of facts that establish liability for illegal recruitment may be the basis of culpability for *estafa*. As held in *People v. Racho*:²⁸

It is well-established in jurisprudence that a person may be charged and convicted for both illegal recruitment and *estafa*. The reason therefor is not hard to discern: illegal recruitment is *malum prohibitum*, while *estafa* is *mala in se*. In the first, the criminal intent of the accused is not necessary for conviction. In the second, such intent is imperative.²⁹

The Revised Penal Code, as amended, provides the prohibited acts and penalty for swindling:

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

....

2. By means of any of the following false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud:
 - (a) By using fictitious name, or falsely pretending to possess power, influence, qualifications, property, credit, agency, business or imaginary transactions, or by means of other similar deceits.

Jurisprudence expounds that the following elements must be established to sustain a conviction:

The elements of the crime *estafa* under the foregoing provision are: (1) there must be a false pretense, fraudulent acts or fraudulent means; (2) such false pretense, fraudulent act or fraudulent means must be made or executed prior to or simultaneously with the commission of the fraud; (3) the offended party must have relied on the false pretense, fraudulent act or fraudulent means and was thus induced to part with his money or property; and (4) as a result thereof, the offended party suffered damage.³⁰

We agree with the CA's analysis that all the elements are present in this case:

All the elements are present in this case. The false pretense by the accused-appellant is glaring from his act of representing himself as someone who could help the private complainant work in a farm in

²⁸ 819 Phil. 137 (2017) [Per J. Perlas-Bernabe, Second Division].

²⁹ *Id.* at 151, citing *People v. Chua*, 695 Phil. 16 (2012) [Per J. Villarama, Jr., First Division].

³⁰ *Franco v. People*, 658 Phil. 600, 613 (2011) [Per J. Del Castillo, First Division], citing *RCL Feeders PTE., Ltd. v. Hon. Perez*, 487 Phil. 211, 220–221 (2004) [Per J. Ynares-Santiago, First Division].

Australia, when in truth and in fact, he possessed no such power to make it happen. The private complainant agreed to part with his van and money as payment for the placement fee believing in good faith on the accused-appellant's misrepresentation. Such reliance is evident by the fact that the private complainant went to Practice Agency to follow up his papers being under the belief that the accused-appellant submitted them with the said agency.

It is necessary to prove the element of damage in a case for *estafa*. Upon review of the testimonies of the witnesses, the Court finds that the same has been sufficiently established by the positive testimony of the private complainant. This warrants the conviction of the accused-appellant even without the presentation of the receipts for the payment of the placement fee.³¹

In contrast to the evidence of the prosecution, Saking only offers denial as his defense. In the instant Petition, he asserts that Palasi did not present receipts to support his claims, hence there is no proof that he suffered damages.

This argument lacks merit. Jurisprudence is clear that receipts are not indispensable in proving the element of damage in cases of illegal recruitment and *estafa*. In the case of *People v. Gonzales-Flores*,³² the accused was faced with charges similar to the instant case and raised the same defense of lack of receipts. This Court discussed this point as follows:

The failure of complainants to present receipts to evidence payments made to accused-appellant is not fatal to the prosecution case. The presentation of the receipts of payments is not necessary for the conviction of accused-appellant. As long as the prosecution is able to establish through credible testimonies and affidavits that the accused-appellant was involved in the prohibited recruitment, a conviction for the offense can very well be justified. In these cases, complainants could not present receipts for their payment because accused-appellant assured them she would take care of their money.

It must be remembered that the trial court's appreciation of complainants' testimonies deserves the highest respect since it was in a better position to assess their credibility. In these cases, complainants' testimonies, to the effect that they paid money to accused-appellant and her companions, Domingo and Baloran, because the latter promised them overseas employment, were positive, straightforward, and categorical. They maintained their testimonies despite the lengthy and grueling cross-examination by the defense counsel. They have not been shown to have any ill motive to falsely testify against accused-appellant. Naive, simple-minded, and even gullible as they may have been, it is precisely for people like complainants that the law was made. Accordingly, their testimonies are entitled to full faith and credit. (Citations omitted)³³

³¹ *Rollo*, pp. 58–59.

³² 408 Phil. 855 (2001) [Per J. Mendoza, Second Division].

³³ *Id.*

Similarly, the lack of receipts in this case does not negate a finding that Palasi parted with his money. We cannot fault Palasi for believing Saking's representations and failing to secure a receipt. We can even surmise that Saking would not have been able to give a receipt, precisely because he was recruiting Palasi through illegal and illegitimate means. The testimonies in this case, scrutinized by the trial court, are sufficient to establish that Palasi gave money to Saking and even offered his Delica van as payment, under the belief that Saking had the power to place him in a job in Australia.

Penalties

For the charge of illegal recruitment, Section 7 of R.A. No. 8042, as amended by Section 6 of R.A. No. 100~~9~~2,³⁴ provides the penalties in the following manner:

^
2 09/15/2023

Section 6. Section 7 of Republic Act No. 8042, as amended, is hereby amended to read as follows:

“SEC. 7. *Penalties.* —

“(a) Any person found guilty of illegal recruitment shall suffer the penalty of imprisonment of not less than twelve (12) years and one (1) day but not more than twenty (20) years and a fine of not less than One million pesos (P1,000,000.00) nor more than Two million pesos (P2,000,000.00).

“(b) The penalty of life imprisonment and a fine of not less than Two million pesos (P2,000,000.00) nor more than Five million pesos (P5,000,000.00) shall be imposed if illegal recruitment constitutes economic sabotage as defined therein.

“Provided, however, That the maximum penalty shall be imposed if the person illegally recruited is less than eighteen (18) years of age or committed by a non-licensee or non-holder of authority.

“(c) Any person found guilty of any of the prohibited acts shall suffer the penalty of imprisonment of not less than six (6) years and one (1) day but not more than twelve (12) years and a fine of not less than Five hundred thousand pesos (P500,000.00) nor more than One million pesos (P1,000,000.00). (Emphasis supplied)

Pursuant to the amendments brought about by R.A. No. 100~~9~~2, We modify the penalty imposed by the CA.

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Paragraph (a) of Section 6, which is pertinent to this case, provides that the range of imprisonment shall be at least 12 years and one day but not more than 20 years and a fine of not less than PHP 1,000,000.00 nor more than PHP 2,000,000.00.

³⁴ Enacted July 8, 2010.

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Given that there are no modifying circumstances in this case, and with the Indeterminate Sentence Law in consideration, this Court metes out a penalty of imprisonment of 12 years and one day to 14 years, and to pay a fine of PHP 1,000,000.00.

For the charge of *estafa*, We likewise modify the penalties imposed by the CA in view of R.A. No. 10951 or “An Act Adjusting the Amount or the Value of Property and Damage on Which a Penalty is Based, and the Fines Imposed under the Revised Penal Code.”³⁵ The relevant provision to this case is Section 85 which states:

SECTION 85. Article 315 of the same Act, as amended by Republic Act No. 4885, Presidential Decree No. 1689, and Presidential Decree No. 818, is hereby further amended to read as follows:

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

“1st. The penalty of *prisión correccional* in its maximum period to *prisión mayor* in its minimum period, if the amount of the fraud is over Two million four hundred thousand pesos ([PHP] 2,400,000) but does not exceed Four million four hundred thousand pesos ([PHP] 4,400,000), 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 Two million pesos ([PHP] 2,000,000); but the total penalty which may be imposed shall not exceed twenty years. In such cases, and in connection with the accessory penalties which may be imposed and for the purpose of the other provisions of this Code, the penalty shall be termed *prisión mayor* or *reclusion temporal*, as the case may be.

“2nd. The penalty of *prisión correccional* in its minimum and medium periods, if the amount of the fraud is over One million two hundred thousand pesos ([PHP] 1,200,000) but does not exceed Two million four hundred thousand pesos ([PHP] 2,400,000).

“3rd. **The penalty of *arresto mayor* in its maximum period to *prisión correccional* in its minimum period, if such amount is over Forty thousand pesos ([PHP] 40,000) but does not exceed One million two hundred thousand pesos ([PHP] 1,200,000).**

“4th. By *arresto mayor* in its medium and maximum periods, if such amount does not exceed Forty thousand pesos ([PHP] 40,000): **Provided, That in the four cases mentioned, the fraud be committed by any of the following means:**

“1. With unfaithfulness or abuse of confidence, namely:

“(a) By altering the substance, quantity, or quality of anything of value which the offender shall deliver by virtue of an obligation to do so, even though such obligation be based on an immoral or illegal consideration.

³⁵ Enacted on August 29, 2017.

“(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 partially guaranteed by a bond; or by denying having received such money, goods, or other property.

“(c) By taking undue advantage of the signature of the offended party in blank, and by writing any document above such signature in blank, to the prejudice of the offended party or any third person.

“2. By means of any of the following false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud:

“(a) By using fictitious name, or falsely pretending to possess power, influence, qualifications, property, credit, agency, business or imaginary transactions, or by means of other similar deceptions. (Emphasis supplied)

In this case, the trial courts determined that the defrauded amount is PHP 85,000.00, which falls under the third penalty category of Section 85 above, as the amount is over PHP 40,000.00 but does not exceed PHP 1,200,000.00. The case of *People v. Mandelma*,³⁶ which involves similar facts and the same penalty category, provides guidance as to the computation of the penalty in consideration of the Indeterminate Sentence Law:

However, in view of the recent enactment of RA 10951, there is a need to modify the penalties imposed by the CA insofar as the two counts of estafa, docketed as Criminal Case Nos. 27592-R and 27602-R, are concerned. For committing estafa involving the amounts of [PHP] 440,000.00 and [PHP] 350,000.00, Article 315 of the RPC, as amended by RA 10951, now provides that the penalty of *arresto mayor* in its maximum period to *prision correccional* in its minimum period shall be imposed if the amount involved is over [PHP] 40,000.00 but does not exceed [PHP] 1,200,000.00. There being no mitigating and aggravating circumstance, the maximum penalty should be one (1) year and one (1) day of *prision correccional*. Applying the Indeterminate Sentence Law, the minimum term of the indeterminate sentence is *arresto mayor* in its minimum and medium periods, the range of which is one (1) month and one (1) day to four (4) months. Thus, the indeterminate penalty for each count of estafa should be modified to a prison term of two (2) months and one (1) day of *arresto mayor*, as minimum, to one (1) year and one (1) day of *prision correccional*, as maximum.

In addition, an interest rate of 6% [per] *annum* is likewise imposed on the amounts of [PHP] 440,000.00 and [PHP] 350,000.00 from the date of finality of this Resolution until full payment.³⁷ (Emphasis in the original)

³⁶ G.R. No. 238910, July 20, 2022 [Per J. Hernando, First Division].

³⁷ *Id.*, citing *People v. Dejolde*, 824 Phil. 939, 947 (2018).

Hence, with no modifying circumstances present, and with the application of the Indeterminate Sentence Law, Saking shall be meted an indeterminate penalty of two months and one day of *arresto mayor*, as minimum, to one year and one day of *prision correccional*, as maximum. Further, Saking shall also be liable to pay Palasi the amount of PHP 85,000.00 with legal interest at the rate of 6% per annum in accordance with *Nacar v. Gallery Frames*.³⁸

FOR THESE REASONS, the Petition is **DENIED**. The Court of Appeals Decision dated September 9, 2020 and Resolution dated July 22, 2021 in CA-G.R. CR No. 40287 are **AFFIRMED with MODIFICATIONS**. Lee Saking y Anniban *alias* Lee Saking Sanniban is **GUILTY** beyond reasonable doubt of the following crimes and shall suffer the following penalties:

1. In Criminal Case No. 14-CR-10149, Lee Saking y Anniban is **GUILTY** beyond reasonable doubt of the crime of illegal recruitment defined and penalized under Sections 6 and 7 of Republic Act No. 8042, as amended by Republic Act No. 10082. He is hereby sentenced to suffer an indeterminate penalty of imprisonment of twelve (12) years and one (1) day, as minimum, to fourteen (14) years, as maximum, and to **PAY** a fine of PHP 1,000,000.00; and
2. In Criminal Case No. 14-CR-10150, Lee Saking y Anniban is guilty beyond reasonable doubt of the crime of *estafa* defined and penalized under Article 315, paragraph 2(a) of the Revised Penal Code, as amended by Republic Act No. 10951, and is hereby sentenced to suffer the penalty of imprisonment of two (2) months and one (1) day of *arresto mayor*, as minimum, to one (1) year and one (1) day of *prision correccional*, as maximum. He is likewise **ORDERED to PAY** Jan Denver Palasi the amount of PHP 85,000.00 with legal interest at the rate of six percent (6%) per annum from the filing of the Information until finality of this Decision. Finally, the total amount of the foregoing shall earn interest at the rate of six percent (6%) per annum from finality of this Decision until full payment.


SO ORDERED.

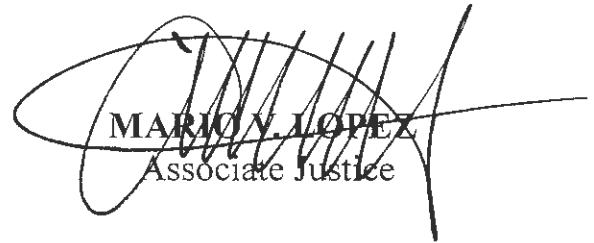

JHOSEP Y. LOPEZ
 Associate Justice

³⁸ 716 Phil. 267 (2013) [Per J. Peralta, *En Banc*].

WE CONCUR:


MARVIC MARIO VICTOR F. LEONEN
 Senior Associate Justice
 Chairperson


AMY C. LAZARO-JAVIER
 Associate Justice


MARIO V. LOPEZ
 Associate Justice


ANTONIO T. KHO, JR.
 Associate Justice

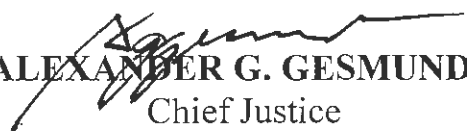
ATTESTATION

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.


MARVIC MARIO VICTOR F. LEONEN
 Senior Associate Justice
 Chairperson, Second Division

CERTIFICATION

Pursuant to Article VIII, Section 13 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.


ALEXANDER G. GESMUNDO
 Chief Justice

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