

THIRD DIVISION

[G.R. Nos. 118104-06. November 28, 1997]

PEOPLE OF THE PHILIPPINES, *plaintiff-appellee*, vs. SIXTO RECIO y MAGPANTAY and ZENAIDA VALENCIA y de VALENCIA, *accused-appellants*.

DECISION

ROMERO, J.:

Appellants Sixto Recio and Zenaida Valencia were each charged with one count of illegal recruitment and two counts of estafa before the Regional Trial Court of Manila, Branch 5, in separate informations which read as follows:

I. Criminal Case No. 92-108476 - Illegal Recruitment

That in (sic) or about and during the period comprised (sic) between the month of May 1992 and April 1992, inclusive, in the City of Manila, Philippines, the said accused conspiring and confederating together and mutually helping each other, representing themselves to have the capacity to contract workers for employment abroad, did then and there wilfully and unlawfully, for a fee, recruit and promise employment/job placement to the following compalinants (sic): Rowena Reyes, Ruel Vicente, Virgilio Rosales, Rodrigo de Guzman, Joselito Catalan, Romeo Batac, Edgardo Miranda, Arnel Ventorina, Rolando dela Cruz, Emiliano Wycoco, Virgilio Rumali, Rudy Villagracia, Flora Garcia, German Galang, and Helen Galang as contract workers, Domestic Helper in Japan, Dubai, Saudi Arabia and Taiwan, without first securing the required license or authority from the Department of Labor.

Contrary to Law.^[1]

II. Criminal Case No. 92-108477 - Estafa

That on or about June 5, 1992 in the City of Manila, Philippines, the said accused conspiring and confederating together and helping each other did then and there wilfully, unlawfully and feloniously defraud Ruel Vicente y Valmonte in the following manner to wit: the said accused, by means of false manifestations and fraudulent representation which they made to said Ruel Vicente y Valmonte to the effect that they had the power and capacity to recruit and employ the latter in Japan as Construction Worker and could facilitate the processing of the pertinent papers if given the necessary amount to meet the requirements thereof, and by means of other similar deceits, induced and succeeded in inducing said Ruel Vicente y Valmonte to give and deliver, as in fact he gave and delivered to said accused the amount of P90,000 on the strength of said manifestations and representations, said accused well knowing that the same were false and fraudulent and were made solely to obtain, as in fact did obtain the amount of P90,000 which amount once in possession, with intent to defraud, wilfully, unlawfully and feloniously misappropriated, misapplied and converted to their own personal use and benefit, to the damage and prejudice of said Ruel Vicente y Valmonte in the aforesaid amount of P90,000, in Philippine Currency.

Contrary to Law.^[2]

III. Criminal Case No. 92-108478 - Estafa

That on or about May 6, 1992 in the City of Manila, Philippines, the said accused conspiring and confederating together and helping each other did then and there wilfully, unlawfully and feloniously defraud ROWENA REYES Y LAPUZ in the following manner, to wit: the said accused by means of false manifestations and fraudulent representation which they made to said ROWENA REYES Y LAPUZ to the effect that they had the power and capacity to recruit and employ the latter in DUBAI, Saudi Arabia as Domestic Helper and could facilitate the processing of the pertinent papers if given the necessary amount to meet the requirements (sic) thereof, and by means of other similar deceits, induced and succeeded in inducing said ROWENA REYES Y LAPUZ to give and deliver, as in fact she gave and delivered to said accused the amount of ₱15,000.00 on the strength of said manifestations and representations, said accused well knowing that the same were false and fraudulent and are made solely to obtain, as in fact they did obtain the amount of ₱15,000.00 which amount once in possession, with intent to defraud, wilfully, unlawfully and feloniously misappropriated, misapplied and converted to their own personal use and benefit, to the damage and prejudice of said ROWENA REYES Y LAPUZ in the aforesaid amount of ₱15,000.00, in Philippine Currency.

Contrary to Law.^[3]

When arraigned, appellants pleaded not guilty to the charges.

The prosecution proffered the following facts:

Sometime in April 1992, appellants, representing themselves as husband and wife, went to Cabiao, Nueva Ecija, and befriended complainants Ruel Vicente, Flora Garcia and Rowena Reyes, among other persons for possible employment abroad for a fee.

Vicente testified that he was assured by appellants of employment in Japan as factory worker if he paid a placement fee of ₱50,000.00, an amount which was later increased to ₱90,000.00. Thereafter, he went to their purported office at the Talisman Placement Agency (agency) in General Luna St., Ermita, Manila, to tender a downpayment of ₱40,000.00, but Recio instructed him to forward said amount to Valencia at their house in Caloocan City.

Soon after receiving said amount and issuing a receipt therefor, Valencia went to Cabiao bearing Vicentes Japanese visa. Encouraged by this development, the latter gave her the additional ₱50,000.00. When he proceeded to the agency to procure the ticket, however, he was informed that the processing of the necessary papers and release of the ticket would take a long time. Because of this, Vicente filed the instant complaint against appellants.

Garcia narrated that she likewise went to the agency for prospective employment in Taiwan. Subsequently, appellants told her to secure a passport and a certificate that she has undergone medical examination, which documents she submitted on April 17 and May 5, 1992, respectively. In the course of the processing of her application, she allegedly paid ₱4,000.00 for her medical examination and another ₱1,000.00 for some undetermined purpose. In both instances, no receipt was issued to her.

Reyes, for her part, testified that in order to come up with the ₱15,000.00 amount required by appellants, she pledged her jewelries and even went as far as mortgaging her ricefield. Despite such payment, however, she, like the other two complainants mentioned above, was unable to leave the country.

The defense, on the other hand, relied on the uncorroborated testimonies of appellants who denied the charges and imputed culpability to each other.

Appellant Recio, a licensed physical therapist, with office at Cuyab Hot Springs in Calamba, Laguna, testified that he met his co-accused at Tierra Mar Clinic in United Nations Avenue, Ermita, Manila. On April 5, 1992, he was invited by Valencia to attend a fiesta in Cabiao where they met Vicente through the latter's aunt. He alleged that he never offered Vicente any possible employment in Japan as factory worker, so he could not have required the latter to give him a

placement fee of P90,000.00. Recio asserted further that he had no personal relationship with appellant Valencia and that if ever there was any, it would be on a professional basis, as the latter procures clients for him as a therapist. However, he admitted that Vicente went to see him at the agency to tender the amount required but he instructed the latter to pay Valencia at her house in Caloocan City. He feigned ignorance of their transaction or the purpose for which the said amount was intended.

Recio likewise admitted meeting Garcia during the Cabiao fiesta but denied discussing with her the possibility of overseas employment and alleged that it was Valencia with whom she had a conversation.

In contrast with her co-appellants testimony, Valencia testified that she met Recio at a clinic in U.N. Avenue, Ermita, Manila, where he informed her that he needed twenty-five persons to work in Taiwan. In turn, she alleged that she herself was an applicant and was even promised by Recio a free ticket to Taiwan if she could help him find the requisite number of prospective workers. Soon thereafter, both of them went to Cabiao, where she introduced him to several persons as a recruiter. At this juncture, he began distributing calling cards and urged interested applicants to go to the office indicated therein. Later, he advised the applicants to go instead to the Talisman Agency at 1202 General Luna St., Malate, Manila, because he was already leaving the agency indicated in the calling card.

Valencia contended that when she applied for employment abroad with Recio, other applicants followed suit. They went to the agency and met its owner, a certain Jerry Arciaga, who allegedly collected P60,000.00 from her. Subsequently, all of them informed Recio that Arciaga received their supposed placement fees, but he purportedly disclaimed any participation in the transaction. For her failure to send them abroad, the complainants blamed Valencia for introducing Recio to them. She added that when she met Recio in Batangas, she requested him to return the money, but Recio ignored her. Thus, upon learning of his arrest by the National Bureau of Investigation (NBI), she went over to the NBI office along Taft Avenue and was told therein that she is being implicated because her signature appeared in several receipts of payment issued to the complainants. She insisted that she herself was a victim of Recios fraudulent scheme.

In its decision dated October 10, 1994,^[4] the trial court convicted appellants in this wise:

WHEREFORE, in view of all the foregoing, judgment is hereby rendered as follows:

- 1) In Criminal Case no. 92-108476 finding accused Sixto Recio y Magpantay alias Resty and Zenaida Valencia y de Valencia of illegal recruitment committed in large scale and hereby sentences them to serve the penalty of life imprisonment and a fine of P100,000.00;
- 2) In Criminal Case no. 92-108477 finding accused, Sixto Recio y Magpantay and Zenaida Valencia y de Valencia as principals of estafa by means of false pretenses and hereby sentences them to suffer imprisonment of not less than FOUR (4) YEARS, TWO (2) MONTHS as minimum, and not more than SIX (6) YEARS, FIVE (5) MONTHS and ELEVEN (11) DAYS as maximum;
- 3) And in Criminal Case no. 92-108478 convicting Sixto Recio y Magpantay alias Resty and Zenaida Valencia y de Valencia of the crime of estafa by means of false pretenses as principals and hereby sentences them also to serve the penalty of FOUR (4) YEARS, TWO (2) MONTHS as minimum, and not more than FIVE (5) YEARS, FIVE (5) MONTHS and ELEVEN (11) DAYS as maximum.

With costs.

SO ORDERED.^[5]

Before this Court, appellants assail the judgment of conviction arguing that the lower court

failed to prove their complicity in the offenses charged.

Recio alleges, among other things, that he has no participation in the recruitment activities of his co-accused Valencia and that the evidence clearly show that it was only the latter who induced the complainants to apply for employment abroad and did in fact receive the amounts intended as placement fees. Valencia, on the other hand, contends that her only involvement in the matter was the referral of complainants to the Talisman Placement Agency.

The implausible arguments adduced by appellants fail to persuade us.

The prosecution propounded clear and convincing evidence to prove the participation of appellants in the commission of the crime of illegal recruitment. Illegal recruitment is committed when two requisites concur, to wit:

- 1) That the offender has no valid license or authority required by law to enable one to lawfully engage in recruitment and placement of workers; and
- 2) That the offender undertakes either any activity within the meaning of recruitment and placement defined under Article 13(b),^[6] or any prohibited practice enumerated under Article 34^[7] of the Labor Code, as amended.

Accordingly, illegal recruitment is now an offense which is essentially committed by non-licensees or non-holders of authority. Licensees or holders of authority may, however, incur criminal liability for violation of other provisions of Title I, Book I of the Labor Code, such as Article 29, 32, or 34, which are penalized under Article 39(b) of the Code.

The record shows that, indeed, appellants offered prospective employment abroad to the complainants for a monetary consideration. Collectively, complainants narrated the same story. They asserted that appellants, representing themselves as husband and wife, offered them work abroad and exacted money from them, the amount being more than what is legally required, in the guise of a placement or processing fee. This notwithstanding, appellants promises remained unfulfilled, leaving the complainants penniless, with no other recourse but to seek redress from the courts for the wrong committed against them.

The testimonies of the complainants undoubtedly reveal appellants to be the culprits in an elaborate scheme to defraud the hopeful applicants for overseas work.^[8] In the matter of credibility of witnesses, we reiterate the familiar and well-entrenched rule that the factual findings of the trial courts should be respected. The judge *a quo* was in a better position to pass judgment on the credibility of witnesses, having personally heard them when they testified and observed their deportment and manner of testifying. It is doctrinally settled that the evaluation of the testimony of the witnesses by the trial court is received on appeal with the highest respect, because it had the direct opportunity to observe the witnesses on the stand and detect if they were telling the truth. This assessment is binding upon the appellate court in the absence of a clear showing that it was reached arbitrarily or that the trial court had plainly overlooked certain facts of substance or value that if considered might affect the result of the case.^[9]

Recio contends that the evidence adduced by the prosecution is insufficient to sustain his conviction on the ground that the testimonies of the complainants were not corroborated by other witnesses.

Such overused, timeworn contention is unacceptable.

As held in People v. Pabalan,^[10] corroborative evidence is necessary only when there are reasons to warrant the suspicion that the witness falsified the truth or that his observation had been inaccurate. This is buttressed by the fact that appellants failed to show any reason why complainants would impute to them the charge of illegal recruitment.

Recio also argues that he should not be held liable for the crime of estafa on the ground that he was not the one who received the payments tendered by complainants.

This argument again is untenable.

The Court finds ample evidence that appellants acted in conspiracy in inducing the complainants to pay them placement fees. Their testimonies clearly manifest that appellants represented themselves as recruiters, *first*: by demanding and receiving placement fees; and *second*: by prescribing the documents needed for employment abroad. Thus, it can be inferred from the conduct of appellants that they acted in unison with each other, evincing a common purpose or design.^[1]

Clearly, appellants were motivated by prospects of illicit gain at the expense of hapless and desperate victims whose only desire was to secure decent jobs for themselves abroad even if it meant being away from their families, as long as they could send money to assure them a modicum of sustenance. Accordingly, let the full force of the law fall upon these heartless malefactors.

WHEREFORE, the appeal is DISMISSED and the decision of the trial court finding appellants Sixto Recio and Zenaida Valencia guilty beyond reasonable doubt of illegal recruitment and estafa is hereby AFFIRMED with the MODIFICATION that appellants in Criminal Cases No. 92-108477 and 108478 shall each suffer the penalty of twelve (12) years and one (1) day; and four (4) years, two (2) months and one (1) day as minimum to six (6) years and one (1) day, as maximum, respectively.

Appellants are also ORDERED to return and pay to RUEL V. VICENTE the amount of NINETY THOUSAND PESOS (₱90,000.00); and to ROWENA L. REYES the amount of FIFTEEN THOUSAND PESOS (₱15,000.00). Costs against accused-appellants.

SO ORDERED.

Narvasa, C.J., (Chairman), Melo, Francisco, and Panganiban, JJ., concur.

[1] *Rollo*, p. 3.

[2] *Ibid.*, p. 4.

[3] *Id.*, p. 5.

[4] Penned by Judge Ceasr J. Mindaro.

[5] *Rollo*, p. 22.

[6] ART. 13. (b). Recruitment and placement refers to any act of canvassing, enlisting, contracting, transporting, utilizing, hiring or procuring workers, and includes referrals, contract services, promising or advertising for employment, locally or abroad, whether for profit or not: Provided, That any person or entity which, in any manner, offers or promises for a fee employment to two or more persons shall be deemed engaged in recruitment and placement.

[7] ART. 34. *Prohibited practices.* - It shall be unlawful for any individual, entity, 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, or to make a worker pay 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 this Code;
- (d) To induce or to attempt to induce a worker already employed to quit his employment in order to offer him to another unless the transfer is designed to liberate the worker from oppressive terms and conditions of employment;
- (e) To influence or to attempt to influence any person or entity not to employ any worker who has not applied for employment through his agency;

- (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;
- (g) To obstruct or attempt to obstruct inspection by the Secretary of Labor or by his duly authorized representatives;
- (h) To fail to file reports on the status of employment, placement, vacancies, remittances of foreign exchange earnings, separation from jobs, departures and such other matters or information as may be required by the Secretary of Labor;
- (i) To substitute or alter employment contracts approved and verified by the Department of Labor from the time of actual signing thereof by the parties up to and including the periods of expiration of the same without the approval of the Secretary of Labor;
- (j) 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 a travel agency; and
- (k) To withhold or deny travel documents from applicant workers before departure for monetary or financial considerations other than those authorized under this Code and its implementing rules and regulations.

[8] [People v. Gabres, G.R. Nos. 118950-54](#), February 6, 1997.

[9] [People v. Dinglasan, G.R. No. 101312](#), January 28, 1997.

[10] 262 SCRA 574 (1996).

[11] [People v. Bergonia, et al., G.R. No. 89369](#), June 9, 1997.