

ATTY. DANTE V. GIL - LAW OFFICE

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Contact No.: 4385727 / 09277621756



To: AMPARO T. BLANCO
Purok 1 Barangay Militar,
Palayan City, Nueva Ecija

19 June 2014
Date

Subject: Demand Letter for Sum of Money

Dear Ms. Amparo T. Blanco:

My. Client, Ms. Narda A. Lat complained that you failed to settle your obligation in full. Based on the surrounding antecedent facts narrated by my client, are as follows, to wit:

On 28 February 2014, you secured loan from my client the amount of **Seventy Thousand Pesos (PhP:70,000.00)** to be paid partially from through your PVAO monthly pension, under Savings Account (SA)# 0026 1999 48. It was also agreed upon that the monthly interest shall be deducted first and the remaining amount from the said ATM account shall be partial payment of your loan until the same be fully paid.

At the first two (2) months, my client was able to withdraw from your account the amount that has been agreed upon to be paid as set forth in the preceding paragraph.

Consequently, my client already reposed her trust and confidence to you that the transaction that she entered into between you was not dubious, as such, when you request additional loan amounting One Hundred Twenty Thousand Pesos (PhP: 120,000.00), assigning your another Land Bank issued ATM card under SA# 3466 0212 52. That the terms and condition stipulated was the same that governs the previous loan transaction, to be collected every 16th day of the month until the same be fully paid. As basis of the subsequent loan transactions above, the photo copies of Deed of Assignment where you affixed your signature as acknowledgement of the loan you secured from my client.

On 16 June 2014, my client used your ATM card, the second ATM card you assign to her, but the same has zero balance. The same with the first ATM card you assigned to my client, the next time she used it, it was also zero balance.

It appears that the two ATM cards, respectively SA# 3466 0212 52 and SA# 0026 1999 48, you assigned to my client were already directly collected by loan firms where you have existing loans, that is why the two TM cards you assigned were already zero balance every time my client check the same, and to entice my client to part her money to your own used and benefit, you just infused initial amount the first ATM card assigned, with SA# 0026 1999 48, to make it appear that it has sufficient fund to comply your obligation but the intent is to defraud my client.

In my presumption, the surrounding facts narrated and based on the pieces of evidence that my client produced, this is a palpable act of "Estafa" under Article 315 of the Revised Penal Code (Swindling and Other Deceits).

To give you better view:

"Estafa - is a criminal offense wherein a person defrauds another by any of the following means: (1) by unfaithfulness or abuse of confidence; (2) by deceit; or (3) fraudulent means. Estafa through fraudulent means is done by: (1) inducing another, by means of deceit, to sign any document.

The two basic elements common to all forms of Estafa are: (1) Fraud; and (2) Resulting damage or intent to cause damage capable of pecuniary estimation.”

- x x x -

Because of misrepresentation in inducing my client, the latter suffered pecuniary damage amounting One Hundred Ninety Thousand Pesos with accrued interest.

It was true that it is the constitutional proscription not no person shall be imprisoned for non-payment of debt but the law punishes the criminal actuation and the legal consequence is involving **JAIL TERMS OR IMPRISONMENT** for violation of Article 315 (Estafa), and I cannot prevent my client to institute such action since she had already cause of action to file criminal charges against you.

Once the case prospered, it is incidental to criminal action under Article 100, under the same provision of Revised Penal Code, that those who are criminally liable is also civilly liable which judgment debtor may compelled to pay principal amount, updated interest, penalties and litigation damages in the tune of Million pesos. The same shall be satisfied through the SHERIFF sale of attached properties such as: MOTOR VEHICLE, TV, RADIO, APPLIANCES, etc. or House and/or Lot or garnishing salaries, pension and bank deposits until obligation is paid.

Other remedy that my client may obtain to secure assurance of satisfaction of her relief is through action under Rule 57 of the Rules of Court. Even without hearing,, this remedy of attachment writ is available as long as: **At any time at the commencement of the action or at any time x x x a plaintiff (Mrs. Narda A. Lat) or any party may have the property of the adverse party attached as security for the satisfaction of any judgment that may be covered x x x.** Immediate attachment of properties, monies and salaries or pension held by EMPLOYERS, FRIENDS AND/OR RELATIVES of delinquent debtors or under said debtor's name to satisfy

If I were you Mrs. Blanco, to avoid the burden of the legal consequence you are going to deal with, I suggest you to settle your account with my client and to pay all the accrued interest thereof. You may contact the above contact numbers or directly contact my client for further amicable settlement.

I am giving you ten (10) calendar days, upon receipt of this letter, to comply with your obligation to my client, otherwise, as much to my regret, my client will pursue criminal, administrative and civil complaint against you to recover any damages she incurred.

I hope you are aware the gravity of the long, expensive and tedious court proceedings once the complaint pursued if you ignore the final demand of my client.

Very truly yours,

Attorney Dante V. Gil
Attorney-at-law