

NATIONAL POWER CORPORATION *v.* HON. RAMON G.
CODILLA, JR., *et al.*
G.R. No. 170491, 04 April 2007, Chico-Nazario, J. (Third Division)



The Rules on Electronic Evidence defines an “electronic document” as an information or the representation of information, data, figures, symbols or other models of written expression, described or however represented, by which a right is established or an obligation extinguished, or by which a fact may be proved and affirmed, which is received, recorded, transmitted, stored, processed, retrieved or produced electronically. It includes digitally signed documents and any printout, readable by sight or other means which accurately reflects the electronic data message or electronic document. What differentiates an electronic document from a paper-based document is the manner by which the information is processed; clearly, the information contained in an electronic document is received, recorded, transmitted, stored, processed, retrieved or produced electronically.

A vessel, owned and operated by Bangpai Shipping, Co., bumped and damaged the National Power Corporation’s (NAPOCOR) power barge moored at the Cebu International Port. Consequently, NAPOCOR filed an action for damages against Bangpai Shipping, Co. and its agent, Wallen Shipping, Inc.

During the hearing of the case, NAPOCOR offered as evidence photocopies of documents with information most of which were originally manually written and signed. The trial court ordered NAPOCOR to produce the original copies but the latter never produced them. Neither did it prove that its failure produce the original copies fell under the exceptions provided for by the law. It simply argued that the photocopied documents were equivalent to the original ones based on the Rules on Electronic Evidence. The trial court held that the documents are inadmissible as they are not electronic documents as contemplated by the Rules on Electronic Evidence. Moreover, assuming they were, NAPOCOR did not properly authenticate them as electronic evidence and that it failed to established by affidavit their admissibility and evidentiary weight as required by the law. On appeal, the Court of Appeals affirmed the decision of the lower court. Hence, this petition.

ISSUE:

Whether or not the photocopies are electronic documents as contemplated in Republic Act 8792 or the Implementing Rules and Regulations of the Electronic Commerce Act, and the Rules on Electronic Evidence

HELD:

Petition DENIED.

NAPOCOR contends that the photocopied documents it offered as evidence constitute electronic evidence based on the premise that an electronic document as defined by law was not limited to information that was received, recorded, retrieved or produced electronically but could also refer to other modes of written expression that was produced electronically, *i.e.* photocopies.

The Rules on Electronic Evidence defines an “electronic document” as an information or the representation of information, data, figures, symbols or other models of written expression, described or however represented, by which a right is established or an obligation extinguished, or by which a fact may be proved and affirmed, which is received, recorded, transmitted, stored, processed, retrieved or produced electronically. It includes digitally signed documents and any printout, readable by sight or other means which accurately reflects the electronic data message or electronic document.

The rules use the word “information” to define an electronic document received, recorded, transmitted, stored, processed, retrieved or produced electronically. This would suggest that an electronic document is relevant only in terms of the information contained therein, similar to any other document which is presented in evidence as proof of its contents. However, what differentiates an electronic document from a paper-based document is the manner by which the information is processed; clearly, the information contained in an electronic document is received, recorded, transmitted, stored, processed, retrieved or produced electronically.

A perusal of the information contained in the photocopies submitted by NAPOCOR will reveal that not all of the contents therein, such as the signatures of the persons who purportedly signed the documents, may be recorded or produced electronically. By no stretch of the imagination can a person’s signature affixed manually be considered as information electronically received, recorded, transmitted, stored, processed, retrieved or produced. Hence, NAPOCOR’s argument that since these paper printouts were produced through an electronic

process, then these photocopies are electronic documents as defined in the Rules on Electronic Evidence is an erroneous, if not preposterous, interpretation of the law. Having thus declared that the offered photocopies are not tantamount to electronic documents, necessarily, the same may not be considered as the functional equivalent of their original.

Moreover, Section 2, Rule 130 of the Rules of Court mandates that original writing must be produced. The exceptions to this rule are: (a) when the original has been lost, destroyed, or cannot be produced in court; (b) when the original is in the possession of the party against whom the evidence is offered, and the latter fails to produce it after reasonable notice; (c) when the original is a record or other document in the custody of a public officer; (d) when the original has been recorded in an existing record a certified copy of which is made evidence by law; (e) when the original consists of numerous accounts or other documents which cannot be examined in court without great loss of time and the fact sought to be established from them is only the general result of the whole.

When the original document has been lost or destroyed, or cannot be produced in court, the offeror, upon proof of its execution or existence and the cause of its unavailability without bad faith on his part, may prove its contents by a copy, or by a recital of its contents in some authentic document, or by the testimony of witnesses in the order stated. The offeror of secondary evidence is burdened to prove the predicates thereof: (a) the loss or destruction of the original without bad faith on the part of the proponent/offeror which can be shown by circumstantial evidence of routine practices of destruction of documents; (b) the proponent must prove by a fair preponderance of evidence as to raise a reasonable inference of the loss or destruction of the original copy; and (c) it must be shown that a diligent and bona fide but unsuccessful search has been made for the document in the proper place or places. However, in the case at bar, though NAPOCOR insisted in offering the photocopies as documentary evidence, it failed to establish that such offer was made in accordance with the exceptions as enumerated under the rule. Accordingly, the Court finds no error in the Order of the lower court denying admissibility of the photocopies offered by NAPOCOR as documentary evidence.

Had NAPOCOR presented the originals of the documents to the court instead of the photocopies it obstinately offered as evidence, or at the very least laid the predicate for the admission of said photocopies, this controversy would not have unnecessarily been brought before the CA and finally to this Court for adjudication.