

**\*\*Title\*\*:** \*People of the Philippines v. Camilo L. Sabio\*

**\*\*Facts\*\*:**

Camilo L. Sabio, the former Chairman of the Presidential Commission on Good Government (PCGG), along with Commissioners Ricardo M. Abcede, Tereso L. Javier, Narciso S. Nario, and Nicasio A. Conti, were charged with violations of Section 3(e) of Republic Act (R.A.) No. 3019 and R.A. 9184, the Government Procurement Reform Act. These charges stemmed from two lease agreements—one in 2007 and another in 2009—between PCGG and United Coconut Planters Bank Leasing and Finance Corporation (UCPB Leasing) for leasing motor vehicles without adhering to the required public bidding process. Informations were filed before the Sandiganbayan in 2014. The cases against Javier, Nario, and Conti were dismissed due to the violation of their right to a speedy disposition of cases, while Abcede passed away during the pendency of the case, leaving Sabio as the sole accused. Sabio pleaded not guilty, and during the proceedings, the prosecution presented several witnesses to establish the non-compliance with required procurement processes and the exclusive benefit afforded to UCPB Leasing. Sabio defended, claiming the PCGG's unique status exempted it from the procurement laws and denying any personal gain from the agreement. The Sandiganbayan found him guilty, a decision he challenged in the Supreme Court on grounds of PCGG's alleged exemption from procurement laws, among others.

**\*\*Issues\*\*:**

1. Whether the PCGG is exempt from the requirements of the procurement law,
2. Whether Sabio, as an alter ego of the President, is immune from suit,
3. Whether the Sandiganbayan erred in finding Sabio guilty of Section 3(e) of R.A. No. 3019.

**\*\*Court's Decision\*\*:**

The Supreme Court denied Sabio's petition, affirming the Sandiganbayan's decision. The Court held:

1. All government procurement must undergo competitive bidding as mandated by R.A. No. 9184, with no exemption for the PCGG,
2. Presidential immunity does not extend to the President's alter egos, thus Sabio could not claim immunity from suit,
3. Sabio was correctly found guilty of violating Section 3(e) of R.A. No. 3019, having failed to conduct competitive bidding for the lease agreements which constituted evidence of bad

faith and resulted in unwarranted benefits to UCPB Leasing.

**\*\*Doctrine\*\*:**

- Presidential immunity from suit does not extend to the President's alter egos,
- The PCGG is not exempt from the procurement law mandates, and all branches and instrumentalities of the government must conform to the requirement of competitive bidding.

**\*\*Class Notes\*\*:**

- In prosecuting violations under Section 3(e) of R.A. No. 3019, the prosecution must establish: the accused is a public officer; the act was done in discharge of official functions; through manifest partiality, evident bad faith, or gross neglect; causing undue injury or giving unwarranted benefits.
- Presidential immunity is specific to the incumbent president and does not shield their alter egos from legal actions for official acts,
- R.A. No. 9184 mandates competitive bidding for all government procurement with enumerated exceptions, which do not include the PCGG.

**\*\*Historical Background\*\*:**

This case underscores the broad applications of anti-corruption and procurement laws in the Philippines, aiming to uphold transparency and accountability in public office, including within special bodies like the PCGG, which was created to recover ill-gotten wealth from the Marcos regime. It highlights the judiciary's role in maintaining checks on government commissions and the non-existence of absolute immunity for high-ranking officials in the perpetuation of their duties, reinforcing the principles of good governance and public accountability.