

Title:

Francisco I. Chavez v. Commission on Elections, et al.

Facts:

1. **Endorsement Agreements:** Francisco I. Chavez entered into endorsement agreements with several companies between August and November 2003, allowing his name and image to be used in their advertisements.
 - August 18, 2003: Chavez authorized Andrew So to use his name and image for 96° North, a clothing company.
 - October 14, 2003: Chavez signed an agreement with Konka International Plastics Manufacturing Corporation.
 - November 10, 2003: Chavez signed another agreement with G-Box, a corporation involved in amusements and video games.
2. **Advertisements Displayed:** As per these agreements, billboards were installed:
 - Three billboards along the Balintawak Interchange of the North Expressway (two for 96° North and one for Konka).
 - One billboard along Roxas Boulevard showing Chavez promoting G-Box.
3. **Candidacy:** On December 30, 2003, Chavez filed his certificate of candidacy for Senator under the Alyansa ng Pag-asa.
4. **COMELEC Resolution No. 6520:** Issued on January 6, 2004, it included Section 32, mandating that all propaganda materials showing a candidate's image must be removed within three days after effectivity.
5. **COMELEC Directive and Chavez's Response:**
 - January 21, 2004: Chavez was directed to comply with Section 32.
 - January 29, 2004: Chavez asked COMELEC for clarification on the alleged violation.
 - February 23, 2004: Chavez requested exemption, claiming the advertisements were product endorsements, not election propaganda.
 - February 27, 2004: COMELEC ordered Chavez to remove the billboards or cover them.
6. **Petition to the Supreme Court:** Chavez filed a petition for prohibition, asserting Section 32 was unconstitutional on various grounds, including violation of the non-impairment clause, invalid exercise of police power, ex-post facto nature, contravention of the Fair Elections Act, and overbreadth.

Issues:

1. **Validity of Police Power:** Whether Section 32 of COMELEC Resolution No. 6520 is an invalid exercise of police power.
2. **Violation of Non-Impairment Clause:** Whether Section 32 violates the constitutional non-impairment clause.
3. **Ex-Post Facto Law Claim:** Whether Section 32 is in the nature of an ex-post facto law.
4. **Conflict with Fair Elections Act:** Whether Section 32 contravenes the Fair Elections Act.
5. **Overbreadth Doctrine:** Whether Section 32 is invalid due to overbreadth.

Court's Decision:

1. **Validity of Police Power:**
 - **Rationale:** The court upheld the validity of Section 32 under the police power doctrine, aiming to prevent premature campaigning and to level the playing field among candidates.
 - **Conclusion:** The provision's objectives aligned with public interest, promoting fair and equal campaigning opportunities.
2. **Non-Impairment Clause:**
 - **Rationale:** The court acknowledged that contracts involving public policy have an implied reservation of police power, which can alter or override contractual terms for the general welfare.
 - **Conclusion:** Section 32 did not violate the non-impairment clause as it served a public interest.
3. **Ex-Post Facto Law Claim:**
 - **Rationale:** The provision was not retroactive; the offense concerned the non-removal of advertisements after the effectivity of the resolution, not the initial setting up of such advertisements.
 - **Conclusion:** There was no ex-post facto law issue.
4. **Conflict with Fair Elections Act:**
 - **Rationale:** The provision did not prohibit billboards but regulated their use to prevent premature campaigning. It was in line with Sections 3 and 13 of the Fair Elections Act empowering COMELEC to supervise election propaganda.
 - **Conclusion:** Section 32 was consistent with the Fair Elections Act.
5. **Overbreadth Doctrine:**

- **Rationale:** Section 32 narrowly targeted premature campaigning and operated within a specified timeframe concerning candidates' images in advertisements.
- **Conclusion:** The provision was not overly broad or sweeping; it was restrictive only to the necessary extent.

Doctrine Established:

1. **Preventing Premature Campaigning:** Measures to prevent premature campaigning and ensure equal opportunities for candidates are valid exercises of police power.
2. **Compatibility with Non-Impairment Clause:** Public interest measures within police power can supersede contractual obligations without violating the non-impairment clause.
3. **Limitations on Ex-Post Facto Claims:** Legal provisions on election conduct, such as non-removal of candidate-focused advertisements, do not operate retroactively and therefore do not constitute ex-post facto laws.
4. **Regulatory Authority of COMELEC:** COMELEC's authority to regulate election propaganda under the Fair Elections Act includes implementing measures like Section 32.

Class Notes:

1. **Police Power:** Examined is the general welfare justification balancing individual rights versus public interest. (Article IX-C, Section 4 of the Philippine Constitution)
2. **Non-Impairment Clause:** Contracts affecting public policy can be modified or nullified by police power. (Article III, Section 10 of the Philippine Constitution)
3. **Ex-Post Facto Law:** Distinguishes prospective application from retroactive penalization. The provision has a forward-looking approach.
4. **Election Propaganda Regulation:** Authority and limits of COMELEC to regulate election propaganda are within Fair Elections Act Sections 3 and 13 parameters.
5. **Overbreadth Principle:** Measures must be narrowly tailored to achieve their intended regulatory purposes without unnecessary wide reach.

Historical Background:

This case reflects the legal dynamics in the Philippines regarding election fairness, campaign regulation, and balancing rights of candidates against public interest. Considering the socio-economic disparities, the regulation aimed at ensuring equal campaigning opportunities across different financial standings was underscored as essential. This decision seeks to address historical challenges in Philippine elections where affluent candidates often wielded unfair advantages.