

P/DIR. GEORGE QUINTO PIANO, PETITIONER, VS. FIELD INVESTIGATION OFFICE (FIO), RESPONDENT.

Ponente: GAERLAN, S.H., J.

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GAERLAN, S.H., J.:

Before this Court is a petition[1] for review under Rule 43 of the 1997 Rules of Civil Procedure seeking to reverse and set aside the Joint Resolution[2] and Order[3] (dated 30 May 2012 and 5 November 2012, respectively) of the Office of the Ombudsman[4] with respect to administrative case OMB-C-A-11-0758-L. The challenged Joint Resolution found petitioner P/Dir. George Q. Piano guilty of Serious Dishonesty and Conduct Prejudicial to the Best Interest of the Service, while the subsequent Order denied petitioner's motion for reconsideration.

FACTS

The present petition stemmed from the controversy involving the purchase of helicopter units by the Philippine National Police (PNP) sometime in 2009. P/Dir. George Piano[5] (petitioner), former Director for Logistics of the PNP, is among several named respondents in the complaint[6] filed by the Field Investigation Office (respondent FIO herein) before the Office of the Ombudsman.

Complainant alleged that sometime in 2009, the PNP, with an approved budget for the contract of One Hundred Five Million Pesos (P105,000,000.00), purchased from Manila Aerospace Products Trading Corporation (MAPTRA Corporation) one (1) fully-equipped Robinson R44 Raven II Light Police Operational Helicopter (LPOH) for Forty-Two Million Three Hundred Twelve Thousand Nine Hundred Thirteen Pesos and 10/100 (P42,312,913.10) and two (2) standard Robinson R44 Raven I LPOHs for Sixty-Two Million Six Hundred Seventy-Two Thousand Eighty-Six Pesos and 90/100 (62,672,086.90), for a total amount of One Hundred Four Million Nine Hundred Eighty-Five Thousand Pesos (P104,985,000.00). However, despite the requirements prescribed by the National Police Commission (NAPOLCOM) in its Resolution No. 2008-260 and the agreement of the parties as stated in the Supply Contract dated 23 July 2009, that all three (3) LPOHs be brand new, MAPTRA Corporation delivered only one brand new Robinson Raven II LPOH to the PNP while the two (2) standard Robinson Raven I LPOHs it delivered were actually pre-owned by former First Gentleman, Atty. Jose Miguel “Mike” Arroyo, thereby causing undue injury to the government and giving unwarranted benefits to certain individuals in the amount of more or less Thirty Four Million Pesos (P34,000,000.00). Complainant further alleged that the anomaly could not have been possible without the indispensable cooperation and mutual help of NAPOLCOM and PNP officials and personnel, herein petitioner included.[7]

Specifically, with respect to petitioner, respondent FIO averred that in Inspection and Acceptance Committee (IAC) Resolution No. T2009-045 (dated 11 November 2009), petitioner, along with three[8] (3) of his co-respondents in the complaint, stated that they had conducted an inspection and evaluation of the two standard LPOHs delivered by MAPTRA and recommended the acceptance of said items to General Jesus Versoza, although only respondent Paatan was present during the inspection on 24 September 2009.[9]

In his Counter-Affidavit[10], petitioner, in sum, averred that his participation in the procurement of the LPOHs

went only as far as determining whether the helicopters were delivered in the correct quantities and whether they conform to NAPOLCOM-PNP specifications based on the report of his duly appointed representative and technical personnel from the inspection team, the Directorate for Research and Development (DRD), and the representative PNP end-user unit Special Action Force (SAF) Unit. Since helicopters do not form part of ordinary and regular logistic supplies to the PNP, petitioner had to direct and rely upon a team of inspectors who conducted the technical and meticulous examination of the two helicopters that were delivered. The result of the inspection was embodied in WTCD[11] Report No. T-2009-04A dated 14 October 2009 which was forwarded to petitioner through a Memorandum issued by P/Dir. Ronald Roderos[12], stating that the two units of Robinson R44 Raven helicopters that were delivered and inspected conformed with the NAPOLCOM-approved PNP specifications as specified in the Purchase Order. Petitioner alleged that he merely relied on said WTCD Report and Memorandum when he signed and issued IAC Resolution No. T2009-045 and he had no reason to doubt the authenticity or reliability of said documents.[13]

Pertinent to petitioner's involvement in the alleged anomalous helicopter purchase are the following factual findings[14] of the Office of the Ombudsman Special Investigating Panel:

“x x x

42. On September 24, 2009, MAPTRA Sole Proprietorship delivered two (2) units of R44 Standard Light Police Operational Helicopters as follows: RP 4357 with Serial Number 1374, manufactured on November 19, 2003 with a flying time of 536.3 hours; and RP 4250 with Serial Number 1372 manufactured on October 22, 2003, with a flying time of 498.9 hours. The price of each helicopter was P31,336,043.45 or the total price of P62,672,086.90.

43. In the PNP, there is a Division called the Weapons Tactics and Communications Division (WTCD) which is under the Directorate for Research and Development (DRD). At the time material to the case, WTCD was headed by respondent Garcia while the DRD was headed by respondent Roderos.

44. In connection with the delivery of two (2) Standard R44 Raven 1 Helicopters on September 24, 2009, WTCD Report No. T-2009-04-A was issued. This report was prepared by members of the DRD and a composite team of inspectors from other offices of the PNP, specifically the Logistics Support Services, Special Action Force – Air Unit and the Directorate for Logistics. The signatories to the report and their respective positions are:

Directorate For Research and Development (DRD)

- SPO3 Jorge B. Gabiana, - Section PNCO, Plans and Programs, DRD (SG 18)
- PO4 Ma. Linda A. Padojinog, - SG 18 Action PNCO, Transportation Section, WTCD, DRD Member, NHQ-BAC-TWG on Transportation -
- Ruben S. Gongona, NUP
- PCINSP. Maria Josefina V. Recometa – SG 24, Chief, Communications Section and Acting Chief, Transportation Section, WTCD; Member NHQ-BAC-TWG for Communications

Logistic Support Service (LSS)

- Emilia A. Aliling – Non-Uniformed Personnel, SG 9, Purchasing Clerk
- Erwin O. Chavarria – NUP, SG 14, Acting Supply Accountable Officer
- PO3 Dionisio B. Jimenez, Jr. - SG 13, Purchasing PNCO for IT/Communication Equipment, for Mobility Items and Supply PNCO, Ordinance (Mobility) Section, Procurement Division

- PSSUPT. Edgar B. Paatan – SG 26, Chief, Supply Storage and Distribution from July 10, 2009 to March 12, 2010; Member, Inspection and Acceptance Committee (rode the LOPH during test flight)

Special Action Force

- PSUPT. Larry D. Balmaceda, Acting Chief, Air Unit, SAF-

- PSUPT. Claudio D.S. Gaspar, Jr.

Directorate For Logistics

- Erwin Paul Maranan – SG 4, NUP, Contractual Employee, Statistician Aide, Mobility Aviation and Maritime Section, Supply Management Division

The superior officers who signed the report are:

- PSSUPT. Joel Crisostomo DL Garcia – SG 26, Chief of WTCD, DRD who signed below the words “RECOMMEND APPROVAL”

- PSSUPT. Luis L. Saligumba, Executive Officer who signed below the words “ATTESTED BY”; and

- P/DIR. Ronald D. Roderos, Director For DRD who signed below the words “NOTED BY”

All the above signatories are respondents in these criminal and administrative cases.

45. The team of inspectors was tasked to inspect and examine the delivered helicopters to see if they conformed to the specifications of the PNP. Only after it is found that the helicopters delivered met the specifications could the helicopters be formally accepted by the PNP. The task of accepting the procured helicopters belonged to the Inspection and Acceptance Committee (IAC).

46. In its WTCD Report No. T-2009-04-A, the team of inspectors stated that the method of inspection was through “Visual and Functional” and that the inspection was made on September 24, 2009 at Hangar 10 of Manila Domestic Airport, Pasay City. The team also made a table whereby the required specifications of the helicopters are shown in the first column, the specifications of the helicopters actually delivered on the second column and the corresponding remarks whether the specifications were met or not on the third and last column.

x x x

(table[15] omitted)

47. x x x the team reported that for most of the specifications, the delivered helicopters were “Conforming” to the specifications. However, it can also be readily seen that with respect to the 3-hour Endurance requirement, the team stated on the second column that there was “no available data” and with respect to the third column there was no entry at all.

48. Likewise, the NAPOLCOM specification was for air-conditioned helicopters and the team stated in their report that the units delivered were not air-conditioned. The inspection team also stated “Standard helicopter” in the Remarks column.

49. In a Memorandum dated October 16, 2009, respondent Roderos stated, among others, that, “The result of inspection, as shown in WTCD Report No. T2009-04A dated October 14, 2009 xxx indicated that the two (2) units of Robinson R44 Raven I conformed with the NAPOLCOM-Approved specifications for Light Police Operational Helicopter as specified in the Purchase Order. xxx”

50. On November 9, 2009, the NHQ-BAC issued Resolution No. 2009-70, recommending the amendment of the Supply Contract between the PNP and MAPTRA (sole proprietorship) to allow partial payment for partial delivery provided the two (2) standard Light Police Operational Helicopters shall be delivered within the

delivery period of sixty (60) calendar days and provided further that the claim for partial payment shall be equivalent to fifty percent (50%) of the total contract price.

51. Upon the approval of NHQ-BAC Resolution No. 2009-70 by respondent Versoza, Disbursement Voucher PNPNDV#0(M) 101109-019 dated November 10, 2009 was processed, to pay for the partial delivery of Standard Light Police Operational Helicopter in the amount of P52,492,500.00 representing fifty percent (50%) of the total contract price of P104,985,000.00. Deducting the VAT and Expanded Withholding Tax, the net amount was P49,680,401.80. Respondent Piano certified therein that: "Expenses/advance necessary, lawful and incurred under his direct supervision." Respondent Versoza approved the payment.

52. On November 11, 2009, the PNP Inspection and Acceptance Committee issued Resolution No. IAC-09-045 stating , among others, that:

WHEREAS, in accordance with paragraph 3-10, Chapter 3 of the NAPOLCOM approved PNP Procurement Manual entitled Inspection and Acceptance Committee, it is stated that the Committee must properly inspect all deliveries of the PNP and must be consistent with interest of the government;

Xxx

WHEREAS, after inspection and evaluation was conducted, the Committee found the said items to be conforming to the approved NAPOLCOM specifications and passed the acceptance criteria as submitted by DRD on WTCD Report No. T-2009-04A.

NOW THEREFORE, BE IT RESOLVED AS IT IS HEREBY RESOLVED, that the above mentioned items be accepted for use of the PNP.

53. MAPTRA Corporation was thereafter paid by the PNP the amount of P49,680,401.80 through Land Bank of the Philippines Check No. 454707 dated December 16, 2009.

54. On January 5, 2010, respondent De Vera wrote respondent Piano requesting for an extension of fifteen (15) days from January 25, 2010, or up to February 12, 2010, within which to deliver the fully-equipped LPOH, on the ground that US offices have shut down for the holiday season and the additional requirements imposed by the Civil Aviation Authority of the Philippines. In its Resolution No. 2010-02, dated January 18, 2010, the NHQ-BAC granted the request for an extension and gave him up to February 12, 2010 within which to deliver to the PNP one (1) fully-equipped LPOH.

55. Thereafter, MAPTRA delivered to the PNP the fully-equipped Raven II helicopter with the purchase price of P42,312,913.10. The unit was accepted by the Inspection and Acceptance Committee (IAC) on March 1, 2010 through Resolution No. 2010-13.

56. On April 13, 2010, De Vera received from the PNP the remaining balance of P49,680,401.80 which was released via Disbursement Voucher No. PNPNDV#O(M)-170210-037 dated March 30, 2010 and LBP Check No. 455993.

x x x"

On 30 May 2012, the Office of the Ombudsman, through the Special Investigating Panel, rendered the assailed Joint Resolution, the dispositive portion thereof partly reads:

"x x x

OMB-C-A-11-0758-L (ADMINISTRATIVE CASE)

1) Respondents P/Dir. Leocadio Salva Cruz Santiago, Jr., P/Supt. Ermilando Villafuerte, P/Supt. Roman E. Loreto, P/CSupt. Harold G. Ubalde, P/CSupt. Luis Luarda Saligumba, P/SSupt. Job Nolan D. Antonio, P/Dir. George Quinto Piano, P/SSupt. Edgar B. Paatan, P/SSupt. Mansue Nery Lukban, P/CInsp. Maria Josefina

Vidal Recometa, P/SSupt. Claudio DS Gaspar Jr., SPO3 Ma. Linda A. Padojinog, PO3 Avensuel G. Dy and NUP Ruben S. Gongona are hereby found GUILTY of Serious Dishonesty and Conduct Prejudicial to the Best Interest of the Service, and are thus meted the penalty of DISMISSAL FROM THE SERVICE, including the accessory penalties of forfeiture of retirement benefits and perpetual disqualification to hold public office, pursuant to the Uniform Rules on Administrative Cases in the Civil Service (CSC Resolution No. 991936, as amended).

If the penalty of dismissal from the service can no longer be served by reason of resignation or retirement, the alternative penalty of FINE equivalent to ONE YEAR salary is imposed, in addition to the same accessory penalty of forfeiture of retirement benefits and perpetual disqualification to hold public office.

x x x

Let a copy of this Joint Resolution be furnished the Secretary of the Department of Interior and Local Government (DILG), and the Chief of the Philippine National Police (PNP), for the implementation of the penalties imposed in OMB-C-A-11-0758-L.

SO ORDERED.”

Petitioner moved[16] for reconsideration of the afore-quoted Joint Resolution but was denied[17] in the challenged 5 November 2012 Order.

Hence, this petition for review anchored on the following grounds:[18]

ISSUES

I.

THE JOINT RESOLUTION OF THE OMBUDSMAN RELATIVE TO THE ADMINISTRATIVE CASE, WHICH FOUND THE PETITIONER GUILTY OF THE CHARGE OF SERIOUS DISHONESTY AND CONDUCT PREJUDICIAL TO THE BEST INTEREST OF THE SERVICE IS NOT SUPPORTED WITH SUBSTANTIAL EVIDENCE.

II.

THE JOINT RESOLUTION WAS MANIFESTLY BIASED AGAINST THE PETITIONER WHO WAS CONVICTED OF SERIOUS DISHONESTY AND CONDUCT PREJUDICIAL TO THE BEST INTEREST OF THE SERVICE WHILE THE OTHER RESPONDENTS NAMELY P/SUPT. CRISOSTOMO L. GARCIA, SPO3 GABIANA, PO3 JIMENEZ, CHAVARRIA, NUPALILING, AND NUPMRANAN WHO ALL SIGNED THE WTCD REPORT WERE FOUND GUILTY OF SIMPLE NEGLECT OF DUTY DESPITE THE FACT THAT THEY WERE THE MEMBERS OF THE TECHNICAL TEAM WHO INSPECTED AND EVALUATED THE TWO SUBJECT HELICOPTERS IN ACCORDANCE WITH THE NAPOLCOM APPROVED SPECIFICATIONS AND WHOSE WTCD REPORT BECAME THE BASIS OF RODEROS' DRD REPORT AND IAC'S RESOLUTION ACCEPTING THE TWO HELICOPTER UNITS.

OUR RULING

Petitioner contends that the Office of the Ombudsman relied only on a single document in finding him guilty of Serious Dishonesty and Conduct Prejudicial to the Best Interest of the Service. This, according to petitioner, can hardly be considered as substantial evidence. In gist, petitioner avers that the Ombudsman did not have a clear understanding of the working relationship between the DRD and the IAC insofar as inspection of highly-specialized machines (like the two subject helicopters) is concerned. When it comes to specialized

machines, the IAC's role is limited to merely ensuring that the units delivered are in the quantities specified and thereafter, accepting the same on behalf of the PNP. It is the DRD that is vested with exclusive authority to conduct the inspection, testing, and evaluation of highly-specialized machines. It is petitioner's stance that in exigency of public service, the Report and DRD Memorandum are considered trustworthy and binding upon the requesting party, the IAC in this instance. Further, petitioner insists that he relied, in good faith, on the evaluation conducted by the DRD-WTCD, which is presumed to have been performed in a regular manner.[19] Petitioner also imputes bias to the Ombudsman for downplaying the participation of the other respondents who are also signatories to the WTCD Report.[20] Assuming that he is administratively liable, petitioner asserts that the penalty of dismissal is too harsh and begs this Court to give credit to his thirty eight (38) years of dedicated government service without any prior derogatory record.[21]

In its Comment[22], respondent FIO, through the Office of the Solicitor General, avers that there is substantial evidence to support the administrative charges against petitioner. The non-conformity of the subject helicopters to PNP specifications is clearly evident from the WTCD Report. This notwithstanding, petitioner made a false narration of fact when he issued the IAC Resolution stating that the delivered helicopters conformed to PNP specifications. Petitioner, while in the exercise of his public duty and function relevant to the questioned PNP procurement, conspired with others to falsify public documents, skirt procedures, and circumvent rules in order to ultimately ensure the unwarranted benefit and pecuniary gain of private parties at the expense of PNP. Respondent FIO asserts that petitioner's acts constitute serious dishonesty. The penalty of dismissal was thus appropriately meted upon him.[23]

We find merit in the petition.

In administrative cases, the quantum of proof necessary for a finding of guilt is substantial evidence; that is, such relevant evidence that a reasonable mind might accept as adequate to support a conclusion.[24]

Findings of fact by the Ombudsman are conclusive, as long as they are supported by substantial evidence.[25]

A judicious examination of the records of this case reveals that the only evidence on petitioner's alleged involvement in the conspiracy to defraud the PNP (by concealing the actual condition of the helicopters procured by it) was IAC Resolution No. 09-045, which petitioner signed as Chairman of the IAC. We agree with petitioner that this lone document is insufficient to prove the administrative charges against him.

First. In the leading case of *Amado C. Arias v. Sandiganbayan*,[26] it was held that all heads of office have to rely to a reasonable extent on their subordinates and on the good faith of those who prepare bids, purchase supplies, or enter into negotiations. Although *Arias* involves a criminal case, the Supreme Court has since applied the doctrine enunciated therein to determine not only criminal, civil, and administrative liability but even the existence of probable cause to file an information in the context of an allegation of conspiracy.[27] The *Arias* ruling squarely applies where, in the performance of his official duties, the head of an office is being held to answer for his act of relying on the acts of his subordinate.[28]

True, the *Arias* doctrine is not absolute. Thus, where there exists an exceptional or additional circumstance which could have prodded the public official to exercise a higher degree of circumspection and go beyond what his subordinates prepared or recommended, the *Arias* doctrine was held to be inapplicable.[29] We find no such exceptional or additional circumstance in this case.

Apart from the fact that the WTCD Report emanated from the very composite team that conducted the technical inspection of the subject helicopters, it is also worthy to note that said Report and the DRD Memorandum appeared regular on their face. Neither defect nor irregularity is apparent upon perusal of said documents and

there has been no intimation at all that petitioner had foreknowledge of any irregularity committed by either or both the technical inspection team and the DRD (through P/Dir. Roderos).[30]

Even the Ombudsman, in its Joint Resolution, declared that the WTCD Report may be incomplete but “there is nothing therein that can be strictly considered as an untruthful narration of facts.[31]” The Ombudsman went on further and stated that “x x x the report leaves much to be desired but there is simply no sufficient basis to hold that it was falsified.[32]” Indeed, an incomplete report is not necessarily a falsified or untruthful one. While the WTCD Report did not completely indicate that the delivered helicopters are fully conforming to PNP specifications, said Report, also, did not categorically state that the delivered helicopters did not pass or conform to PNP specifications. Whatever vagueness the Report had was apparently settled and clarified when the DRD Director, P/Dir. Roderos, subsequently issued the Memorandum attesting to the veracity of said Report and declaring that the delivered helicopters passed the criteria set by the PNP. Petitioner, not being an expert on helicopter specifications and technical inspection, had no recourse but to rely on the assurance and recommendation from the DRD Director, P/Dir. Roderos, insofar as interpretation of the inspection report is concerned.

Simply put, there was no extraordinary circumstance for petitioner to be curious and doubtful of the contents of the WTCD Report and DRD Memorandum. His claim of good faith in relying on said documents must thus be sustained. Even if petitioner (indeed) erred in his assessment of the extrinsic and intrinsic validity of the documents presented to him for endorsement, his act is all the same imbued with good faith because the otherwise faulty reliance upon his subordinates (the members of the inspection committee in this case), who were primarily in charge of the task, falls within parameters of tolerable judgment and permissible margins of error.[33] It need not be stressed that good faith on the part of petitioner, as with any other person, is presumed.[34] Reliance in good faith, albeit misplaced, by a head of office on a subordinate upon whom the primary responsibility rests, absent a clear case of conspiracy, the Arias doctrine must be held to prevail.[35]

Second. Dishonesty has been defined as "intentionally making a false statement on any material fact." Dishonesty evinces "a disposition to lie, cheat, deceive or defraud; untrustworthiness; lack of integrity, lack of honesty, probity or integrity in principle; lack of fairness and straightforwardness; disposition to defraud, deceive or betray.[36] It is concealment or distortion of truth in a matter of fact relevant to one's office or connected with the performance of his duty.[37]

As already mentioned, the only evidence on petitioner's alleged dishonest act is IAC Resolution No. 09-045. A perusal nonetheless of said Resolution shows that petitioner committed neither concealment nor distortion of truth on the condition of the subject helicopters. Said Resolution was issued AFTER the DRD's inspection and UPON the favorable recommendation of the DRD head, P/Dir. Roderos. This can be clearly inferred from the subject Resolution. Surely, petitioner merely discharged his functions as head of the IAC when he signed and issued IAC Resolution No. 09-045 signifying the formal acceptance by the PNP of the delivered helicopters, which the DRD already declared to have conformed to PNP specifications.

Third. Government officials are presumed to have regularly performed their functions and strong evidence is necessary to rebut this presumption.[38] Contrary to respondent's assertions, We find no sufficient evidence to conclude that petitioner was remiss in the discharge of his duties as Director of Logistics Support Service (LSS) and Chairman of the PNP IAC. As already stated, petitioner's ordinary tasks did not include procurement, inspection, and acceptance of highly-specialized machines, such as helicopters. Thus, he had to rely upon a team of inspectors who are presumed to be experts and knowledgeable on said machines. In fact, as soon as the two helicopters were delivered to the PNP, petitioner immediately issued a Notice for the inspection of the delivered helicopters by the DRD. Petitioner, however, did not participate in the actual inspection because he has no

expertise on such highly-specialized machines. Nonetheless, evidence on record showed that petitioner followed the usual PNP procedures and issued the IAC Resolution only after the subject helicopters were examined and declared to have passed the acceptance criteria of the PNP. Thus, the Ombudsman's finding that petitioner is also guilty of Conduct Prejudicial to the Best Interest of the Service has no factual leg to stand on.

All told, We find no substantial evidence to hold petitioner liable for the administrative charges against him. Respondent's conclusion that petitioner was part of a grand conspiracy, who utilized his position and circumvented law and procedures to give unwarranted benefit to certain individuals, is conjectural and without any concrete basis.

On a final note, We quote the following pronouncement of the Supreme Court[39] in *Siztoza v. Desierto*[40] as a gentle reminder to authorities involved in the prosecution of graft cases:

“There is no question on the need to ferret out and expel public officers whose acts make bureaucracy synonymous with graft in the public eye, and to eliminate systems of government acquisition procedures which covertly ease corrupt practices. But the remedy is not to indict and jail every person who happens to have signed a piece of document or had a hand in implementing routine government procurement, nor does the solution fester in the indiscriminate use of the conspiracy theory which may sweep into jail even the most innocent ones. To say the least, this response is excessive and would simply engender catastrophic consequences since prosecution will likely not end with just one civil servant but must, logically, include like an unsteady streak of dominoes the department secretary, bureau chief, commission chairman, agency head, and all chief auditors who, if the flawed reasoning were followed, are equally culpable for every crime arising from disbursements they sanction.” (emphasis supplied)

WHEREFORE, premises considered, the petition is hereby GRANTED. Petitioner P/Dir. George Quinto Piano is EXONERATED from the administrative charges against him in OMB-C-A-11-0758-L. Accordingly, his retirement benefits are ordered released, unless withheld for some other lawful reason, and subject to the usual clearances.

SO ORDERED.

Salazar-Fernando (Chairperson) and Gonzales-Sison,** JJ., concur.

[**]Vice J. A. Bruselas, per Raffle, dated May 9, 2014

[1] Rollo, pp. 56-90

[2] Rollo, pp. 96-239

[3] Rollo, pp. 293-338

[4] Through the Special Investigating Panel created pursuant to Office of the Ombudsman Office Order No. 547, Series of 2011

[5] Already retired at the time of the filing of the Petition (See Rollo, p. 93)

[6] Docketed as OMB-C-C-11-0758-L and OMB-C-A-11-0758-L (Rollo, pp. 414-445)

[7] See pages 5-6 of the Joint Resolution (Rollo, pp. 100-101)

[8] PCSupt Luis Luarda Saligumba, PSSupt Job Nolan D. Antonio, and PSSupt Edgar B. Pataan

[9] Page 8 of the Joint Resolution (Rollo, p. 103)

- [10] Rollo, pp. 446-469
- [11] Weapons Tactics and Communications Division
- [12] also a respondent in the complaint filed before the Office of the Ombudsman
- [13] Supra, note no. 9; see also pages 22-23 of the Joint Resolution (Rollo, pp. 117-118)
- [14] Paragraphs 42-56 under the heading “II. Findings of Facts” of the Joint Resolution (Rollo, pp. 153-161)
- [15] Full copy WTCD Report No. T-2009-04-A, including the table of findings of the Inspection Committee, is reproduced on pages 13-14 of the Petition for Review (Rollo, pp. 67-68).
- [16] See Motion for Reconsideration and Consolidated Supplemental Motion for Reconsideration (Rollo, pp. 245-259 and 263-292).
- [17] Rollo, p. 337
- [18] Rollo, pp. 74 and 87
- [19] See arguments and discussions on pages 20-32 of the Petition (Rollo, pp. 74-86).
- [20] See discussions on pages 33-34 of the Petition (Rollo, pp. 86-87).
- [21] Page 35 of the Petition (Rollo, p. 89)
- [22] Rollo, pp. 577-595
- [23] Pages 9-17 of the Comment (Rollo, pp. 585-593)
- [24] Office of the Ombudsman v. Carmencita D. Corronel (G.R. No. 164460, June 27, 2006)
- [25] Dinah C. Castillo v. Antonio M. Escutin, et. al. (G.R. No. 171056, March 13, 2009)
- [26] G.R. No. 81563, December 19, 1989
- [27] Edna J. Jaca v. People of the Philippines and the Sandiganbayan (G.R. No. 166967, January 28, 2013)
- [28] Ibid.
- [29] SPO1 Ramon Lihaylihay and C/Insp. Virgilio V. Vinluan v. People (G.R. No. 191219, July 31, 2013), citing Buencamino Cruz v. The Honorable Sandiganbayan and People (G.R. No. 134493, August 16, 2005)
- [30] See Hermenegildo Magsuci v. Sandiganbayan and People (G.R. No. 101545, January 3, 1995), citing Arias v. Sandiganbayan (supra, note no. 26)
- [31] Page 125 of the Joint Resolution (Rollo, p. 221)
- [32] Ibid.
- [33] Pedro G. Siztoza v. Aniano Desierto and Eliseo Co (G.R. No 144784, September 3, 2002)
- [34] Ibid.
- [35] Hermenegildo Magsuci v. Sandiganbayan and People (supra, note no. 30)
- [36] Manolito C. Villordon v. Marilyn C. Avila (A.M. No. P-10-2809, August 10, 2012)
- [37] Remia F. Boncalon v. Ombudsman (Visayas) and COA-City Auditor's Office of Bago City, Negros

Occidental (G.R. No. 171812, December 24, 2008)

[38] United Church of Christ in the Philippines, Inc. v. Bradford United Church of Christ, Inc., et. al. (G.R. No. 171905, June 20, 2012)

[39] Through (now retired) Justice Josue N. Bellosillo

[40] Supra, note no. 33

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