

## RUBIN TAD-Y Y BABOR, PETITIONER, VS. PEOPLE OF THE PHILIPPINES, RESPONDENT.

*G.R. NO. 148862. August 11, 2005*

Ponente: CALLEJO, SR., J.

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### CALLEJO, SR., J.:

This is a petition for review of the Decision[1] of the Court of Appeals (CA) in CA-G.R. CR No. 24162 affirming, on appeal, the Decision[2] of the Regional Trial Court (RTC) of Bacolod City, Branch 49, in *People v. Rubin Tad-y, et al.*, Criminal Case No. 98-19401. The RTC ruling had affirmed the decision of the Municipal Trial Court in Cities (MTCC) in Criminal Case No. 57216 finding the petitioner guilty of direct bribery.

#### The Antecedents

Engineer Rubin Tad-y, Structural Analyst and Engineer Nestor Velez, Building Inspector, both of the Office of the City Engineer (OCE), Bacolod City, were charged with direct bribery under Article 210 of the Revised Penal Code in an Information filed on July 26, 1995 with the MTCC of Bacolod City, docketed as Criminal Case No. 57216. The accusatory portion of the Information for direct bribery reads:

That on or about the 24[th] day of July 1995, in the City of Bacolod, Philippines and within the jurisdiction of this Honorable Court, the herein accused, public officers, being then engineers at the City Engineer's Office, Bacolod City, with corrupt intent and motivated with pecuniary interest for themselves, did, then and there willfully, unlawfully and feloniously receive and accept marked money in the amount of Four Thousand (P4,000.00) Pesos from Julio Encabo, electrical contractor and duly-authorized representative of Mildred Wong, offended party and owner of Atrium Building located at Gonzaga Street, Bacolod City, in an entrapment operation conducted by the PNP Criminal Investigation Service Command at Andre's Bakeshop, Bacolod City, which amount was earlier solicited by said accused from the offended party in exchange for the signing/approval of permit for building occupancy of the building owned by the offended party, the signing/approval of said building permit is in connection with the performance of the official duties of said accused as engineers in the Office of the City Engineer, Bacolod City, in violation of the aforementioned law.

Acts contrary to law.[3]

Velez and Tad-y were also charged with violation of Section 3(c) of Republic Act No. 3019[4] in an Information filed with the RTC, docketed as Criminal Case No. 17186. This case was raffled to Branch 44 of the RTC of Bacolod City.

#### The Case for the People[5]

The prosecution presented Julio Encabo, a licensed master electrician and electrical contractor, who testified that Mildred Wong contracted his services for the construction of her 6-storey Atrium building along Gonzaga Street, in front of the Central Market in Bacolod City.[6] On February 16, 1994, the Office of the City Engineer/Building Official issued Building Permit No. 0694509798[7] for the construction of the building. The construction of the building was finished by April 25, 1995.[8]

Between 1:30 and 2:00 p.m. of even date, Encabo arrived at the OCE to arrange the conduct of final building inspections, and, thereafter, the signing of the corresponding certificates. Rene Cornel, Jose Sotecinal, Ephraim Hechanova, Jose Mari Sales, Mateo Tuvida and Rubin Tad-y, were the OCE officers-in-charge of the various aspects[9] of the building construction. If all went well, the Building Official would then sign the certificate of occupancy, conformably with the provisions of the National Building Code (Presidential Decree No. 1096).

Encabo had the certificates of final inspection and occupancy form typed by an OCE secretary. However, Tad-y, Encabo's compadre, approached the latter and dissuaded him from processing the certificates of final inspection and occupancy on the building since he (Tad-y) was the one responsible for it; also, Mildred Wong still had an unpaid balance of P4,000.00 for his services. When Encabo told Tad-y that collecting the amount from Wong would be problematic, Tad-y replied, "[It's] up [to] you."

Shortly thereafter, some of the officers at the OCE, including Tad-y and Tuvida, conducted their final inspection of the building. During the first week of May 1995, Encabo and Tad-y had an altercation and in his anger, Tad-y squeezed Encabo's neck in the presence of the latter's wife.[10] Thus, the relations between Tad-y and Encabo became strained.

In the meantime, other officers of the OCE made their respective final inspections during the months of May to June 1995, and signed the respective certificates of final inspection for the building. Tad-y did not make his final inspection, and refused to do so unless the money he had demanded was given to him.[11] Encabo even sought the aid of the City Mayor but did not tell the latter that Tad-y was demanding money because he did not want to place the latter in a bad light.

Nonetheless, on July 6, 1995, Encabo reported the matter to the Criminal Investigation Section (CIS) of the Philippine National Police (PNP) in Bacolod City, and signed a complaint sheet[12] against Tad-y for extortion. Police officer Alexander Muñoz was then ordered to conduct an investigation on the complaint.

Muñoz decided to conduct entrapment operations against Tad-y. He asked Encabo to procure P4,000.00, consisting of forty (40) pieces of P100.00 bills for the purpose.[13] Encabo complied. Muñoz listed the serial numbers of the bills and placed his initials "AM" on the right lower corner of each bill.[14] The PNP Crime Laboratory in Bacolod City applied ultraviolet powder on the bills.[15] The money was placed in a white envelope,[16] and the envelope was turned over to Encabo for the entrapment.[17] The police officers and Encabo had agreed that the police officers would position themselves within the vicinity of the Andre's Bakeshop, and after giving the envelope to Tad-y, Encabo would place his eyeglasses in front of his shirt collar to indicate that Tad-y had already received the money.[18]

After two aborted attempts,[19] Encabo informed Muñoz by telephone that he and Tad-y would inspect the building at about 3:00 p.m. on July 24, 1995, and that Tad-y would sign the certificate of final inspection afterwards.[20] Police officers Eriberto Castañeda and Muñoz, along with civilian agents, proceeded to Gonzaga Street and positioned themselves as planned.[21]

Encabo and Tad-y, accompanied by OCE building inspector Engr. Nestor Velez, arrived at the building at about 5:00 p.m. on July 24, 1995. Encabo brought with him the envelope[22] containing the forty P100.00 bills and the certificate of final inspection bearing the signatures of all the other OCE officers concerned, which Tad-y was to sign after the inspection of the building. Tad-y was then wearing his orange OCE bowling team t-shirt. Encabo and Tad-y inspected the building together for about ten to twenty minutes. Velez, on his own, made a separate inspection of the building. After the inspection, Encabo, Tad-y and Velez agreed to have a snack and proceeded to the Andre's Bakeshop at the ground floor of the Atrium Building along Gonzaga Street.[23] Velez and Tad-y walked side by side while Encabo followed.[24] By then, Muñoz, Castañeda and the other police officers were

already in the vicinity to await Encabo's signal.

Inside the bakeshop, Encabo brought out the certificate of final inspection, which Tad-y forthwith signed.[25] Encabo then gave the envelope containing the forty P100.00 bills to Tad-y. The latter asked Encabo, "What is it for?" Encabo replied that it was the money Tad-y had been waiting for.[26] Tad-y opened the envelope and saw its contents.[27] He asked Encabo if it was dangerous for him to receive the envelope, and the latter answered that it was not.[28] Instead of putting the envelope in his pocket, Tad-y handed the same to Velez under the table. Velez asked Tad-y what it was, and Tad-y told Velez to just keep it.[29] Thereafter, Tad-y and Velez, followed by Encabo, exited from the bakeshop. Encabo then removed his eyeglasses and placed it on his shirt collar, the signal that Tad-y had received the money.[30] The police officers then accosted Velez and Tad-y, and asked the latter where the white envelope was. Tad-y denied that he received the envelope. Encabo told the police officers that Velez had the envelope.[31] When asked where the envelope was, Velez brought it out from the right pocket of his pants.[32] Muñoz told Velez to open the envelope and inspected its contents. Velez did as he was told, and saw that the envelope contained P100.00 bills.[33] Tad-y and Velez were arrested and brought to the CIS Headquarters, PNP Crime Laboratory.[34] Tad-y's shirt was turned over by the accosting officers. Castañeda also turned over to the PNP Crime Laboratory the white envelope and its contents, with a request[35] for the PNP Crime Laboratory to test Velez and Tad-y for ultraviolet powder and the latter's shirt to be tested.[36]

Forensic Chemist Rea Villavicencio conducted the examination and prepared an Initial Laboratory Report,[37] stating that Rubin B. Tad-y was positive for the presence of yellow ultraviolet powder on his right arm. Villavicencio, likewise, prepared a sketch[38] depicting the body of Tad-y, and showing that his right forearm was positive for ultraviolet powder.

On cross-examination, Encabo admitted that Velez was not aware of everything.[39]

Edgar Occeña, the Chief of the Inspection Division, later affixed his signature on the certificate of final inspection bearing Tad-y's signature.[40] The City Building Official approved and issued the certificate of occupancy on July 27, 1995.[41]

### The Case for the Accused Tad-y

Accused Tad-y denied demanding and receiving P4,000.00 from Encabo in consideration for the conduct of the building inspection, and his signature on the certificate of inspection and the certificate of occupancy. He insists that under P.D. No. 1096, he is not authorized to sign and issue a certificate of occupancy. He testified that in the afternoon of April 25, 1995, Encabo arrived at the OCE requesting that the appropriate officials inspect the 6-storey Atrium building preparatory to the issuance of a certificate of final inspection.[42] The next day, he, Tuvida, Tordesillas, Baja and Danoy conducted the building inspection.[43] They discovered that only four floors were completed.[44] Encabo agreed to inspect the building at 3:00 p.m. of July 24, 1995, which, at Encabo's request, was reset to 4:30 p.m.[45] He and Engr. Velez conducted the inspection of the building on that day and found some defects in the construction of the building.

After the inspection, Tad-y left Velez and Encabo behind as he was going to a bowling tournament, but, as he was crossing Gonzaga Street, Velez and Encabo called him and invited him to join them for a snack at Andre's Bakeshop.[46] He agreed because he was hungry. He and Encabo were seated beside each other at the table in the bakeshop, while Velez was seated at the opposite side.[47] While taking their snacks, Encabo brought out the certificate of final inspection bearing the signatures of the other officers of the OCE who had inspected the building. Tad-y affixed his signature above his typewritten name with the notation "see back page for structural requisites" at the dorsal portion of the document. Appearing at the dorsal portion of the certificate is Tad-y's

handwritten notation: "Please Post the Allowable Load on [conspicuous] places especially [in the] area to be used as storage." [48] Before then, he inquired from Encabo where the other requisite certificates of final inspection, plumbing, Fire Safety Inspection and logbook were, and Encabo replied that he brought the requisite certificates with him gesturing to his portfolio. Encabo assured him that all the requirements were in his portfolio. [49] With Encabo's assurance, he then affixed his signature in the certificate of final inspection. [50]

Momentarily, Encabo told him that he had another document, and forthwith handed a white envelope to him. Believing that the envelope contained the requisite certificate of final inspection signed by the other officers in the OCE, he received the envelope and, without opening it, immediately handed it over to Velez who would examine its contents. He then left the bakeshop with Velez ahead of him, followed by Encabo. He was crossing Gonzaga Street on his way to the bowling tournament when he was arrested by policemen, who asked him where the white envelope he had earlier received from Encabo was. He told them that the envelope was with Velez. [51]

Tad-y then saw Velez being held by a policeman, and that the envelope was already opened. A policeman forced Velez to go near him. Another policeman forced him (Tad-y) to touch the envelope, but he parried the arm of the policeman with his right forearm and refused to touch it. [52] They were then brought to the PNP headquarters where they were tested for ultraviolet powder.

Encabo filed a complaint against him because on four (4) prior occasions, he refused to sign the certificate of final inspection of a house owned by a certain Nelson Señores, as well as the application for a building permit of Joey Yao, unless the latter paid a 100% surcharge for deficiencies. [53] Señores and Yao were the principals of Encabo. In the evening of April 25, 1995, after he, Tuvida, Baja and Tordesillas had their initial inspections of the building, they had dinner at the Tasty Treat. When he was about to pay the bill for their food and drinks, Encabo insisted that he would pay the said bill. This infuriated him, and he squeezed Encabo's chin with his hand. [54]

Jimmy Gonzales, a newspaper vendor, corroborated the testimony of the accused that someone forced Velez to hand over the opened envelope to Tad-y, [55] but that Tad-y parried the attempt and refused to receive the envelope. [56]

Tad-y marked and offered in evidence the transcript of stenographic notes [57] taken during the trial of September 25, 1995 in Criminal Case No. 17186.

#### The Case For the Accused Nestor Velez

Nestor Velez denied the charge. He corroborated the testimony of Tad-y and declared that he was appointed as building inspector of the OCE only on March 16, 1995. [58] When he and Tad-y inspected the building in the afternoon of July 24, 1995, they did so separately. After the inspection, Tad-y told him and Encabo that he was going ahead because he was going to play bowling. [59] When Encabo invited him and Tad-y for a snack, Tad-y reluctantly agreed. [60]

Momentarily, Encabo brought out the certificate of final inspection and handed it to Tad-y for the latter's signature. However, Tad-y told Encabo that he would note the deficiencies of the building. Tad-y then signed the certificate after being assured by Encabo that he had all the other certificates. Tad-y gave Velez the envelope and told him to keep it because he was going to a bowling game. [61] Velez received the envelope and put it inside the right pocket of his pants, thinking that it contained the requisite final safety inspection certificate and other certificates. [62]

On his way from the bakeshop, he and Tad-y were arrested by policemen. He opened the white envelope as the policemen ordered, and saw money inside. He was forced to approach Tad-y, and another policeman forced the latter to touch the money contained in the envelope. Tad-y resisted.

Edgar Occeña testified that he signed the original and duplicate copies of the certificate of final inspection with the requisite certificates of the other officers appended thereto. The City Engineer/City Building Official signed the Certificate of Occupancy on July 27, 1995. The original copy of the certificate of final inspection and occupancy was then released to Wong, while the duplicate was retained by the OCE.[63]

Mateo Tuvida testified that he was the engineer in charge of the Mechanical Section of the OCE of Bacolod City since February 1975.[64] On April 25, 1995, he, Baja, Tad-y, Cornel and Yolando Ilog inspected the building at the Gonzaga side of the street and found that it was already complete but that the structure along Cuadra Street was still incomplete. He found the mechanical aspect of the building completed when he inspected it in the first week of June 1995.[65] He then affixed his signature on the certificate of final inspection.[66]

Venancio Baja testified that he had been in charge of the Electrical Division of the OCE since 1990. He was the assistant of Jose Sotecinal, the Chief Electrical Engineer. He inspected the Atrium building on April 25, 1995 and found it incomplete. He again inspected the building and found it in accord with the plans. He then signed the certificate of final inspection only in the first week of June 1995.[67]

On September 28, 1998, the MTC rendered judgment convicting Tad-y of direct bribery defined and penalized under Article 210 of the Revised Penal Code. Velez was acquitted of the charges. The fallo of the decision reads:

WHEREFORE, judgment is hereby rendered as follows:

- Accused Engineer Nestor Velez is hereby ACQUITTED of the crime of violation of Article 210 of the Revised Penal Code on the ground that it is the finding of this Court that he was innocent of the crime charged;
- Accused Engineer Ruben Tad-y is hereby pronounced GUILTY BEYOND REASONABLE DOUBT of Violation of Paragraph 2 of Article 210 of the Revised Penal Code and is hereby sentenced to suffer imprisonment of 2 years and 4 months, as minimum, to 3 years, as maximum, in the absence of any mitigating or aggravating circumstances, in accordance with the mandatory provisions of the Indeterminate Sentence Law, and, to pay the fine in the amount of P8,000.00 pesos.
- Accused Ruben Tad-y, in case of his insolvency to pay the fine, shall suffer a subsidiary penalty of imprisonment at the rate of one day for each 8 pesos and shall remain in confinement until his fine is satisfied. However, his subsidiary imprisonment shall not exceed one-third of the term of the sentence, and in no case shall it continue for more than one year, and no fraction or part of day shall be counted against the prisoner, in accordance with Article 39 of the Revised Penal Code; and
- Accused Ruben Tad-y is also hereby ordered to suffer the penalty of special temporary disqualification and is hereby ordered to be deprived of his right to hold office and employment in the City Engineer's Office, as well as for holding similar offices or employments either perpetually or during the term of his sentence in accordance with paragraph 4 of Article 210, in relation to Article 31, paragraphs 1 and 2 of the Revised Penal Code.

SO ORDERED.[68]

The MTC gave full credence and probative weight to Encabo's testimony, ruling that Tad-y demanded and received P4,000.00 from Encabo on July 24, 1995 in consideration for his signing a certificate of occupancy. It further ruled that the accused signed the said certificate on the said date.

Tad-y appealed the decision to the RTC, which rendered judgment on September 13, 1999, affirming the decision of the MTC with modification as to the penalty imposed. The fallo of the decision reads:

WHEREFORE, the judgment of the trial court is hereby affirmed except for the modifications that the accused Ruben Tad-y y Babor's sentence should consist of an indeterminate penalty of four (4) months of Arresto

Mayor, as minimum, to one (1) year, eight (8) months and twenty- one (21) days of Prison Correccional, as maximum, and for him to pay the cost.

SO ORDERED.[69]

The RTC denied Tad-y's motion for reconsideration. However, the RTC agreed with Tad-y's contention that what the latter signed was a certificate of final inspection and not a certificate of occupancy.

In a parallel development, the RTC rendered judgment on May 18, 2001 in Criminal Case No. 17186, acquitting Tad-y and Velez of the charge.[70]

The accused, now the petitioner, filed a petition for review of the decision of the RTC. The CA rendered judgment on February 2, 2001 affirming the RTC decision in toto.[71] Upon the denial of the motion for reconsideration of the said decision, the petitioner filed his petition for review on certiorari with this Court.

The threshold issue raised by the petitioner is factual - whether the prosecution adduced proof beyond reasonable doubt of his guilt for direct bribery under the second paragraph of Article 210 of the Revised Penal Code.

The petitioner avers that under the Information, and as held by the courts a quo, he was charged with direct bribery under the second paragraph of Article 210 of the Revised Penal Code, for soliciting and receiving P4,000.00 on July 24, 1995 from Mildred Wong, through Encabo, in consideration for his signing/approval of the certificate of occupancy of the Atrium Building, and that he signed said certificate on said date.

The petitioner maintains that he did not sign a certificate of occupancy. He posits that a certificate of occupancy is signed by the city building official, and that he has nothing to do with the execution of such certificate. Hence, he is not criminally liable for direct bribery, one of the essential elements for the crime being that the act which he agreed to do or execute is connected to the performance of his official duties.

The petitioner assails the credibility and probative weight of Encabo's testimony. He avers that Encabo had an axe to grind against him because, on prior occasions, he had denied the applications for building permit filed by his principals due to structural deficiencies in the buildings.

The petitioner further insists that he did not demand, nor could have demanded the amount of P4,000.00 on April 25, 1995, or thereafter, because as of the said date, the Atrium building had not yet been completed. The petitioner avers that Encabo's claim that he demanded P4,000.00 for the signing the certificate of final inspection is belied by the fact that he indicated the deficiencies of the building at the dorsal portion of the certificate. It was only in the first week of June 1995 that Baja and Tuvida made their final inspection and signed the certificate of final inspection.[72] Even Encabo admitted that the petitioner refused to sign the said certificate because as of July 24, 1995, there had been no final inspection of the building, and not because he was demanding P4,000.00 from Encabo.

The petitioner posits that the case for the prosecution was enfeebled by its failure to adduce in evidence the certificate of final inspection he signed on July 24, 1995. It adduced in evidence only the certificate of final inspection bearing all the signatures of the officers in the OCE, except his.[73] He claims that the respondent failed to prove beyond reasonable doubt that he knew of the contents of the white envelope. He, in fact, believed that the envelope contained the requisite certificates of inspection. Moreover, he did not open the envelope and instead passed it over to Velez for verification, as he was on his way to a bowling game.

The petitioner further contends that the respondent even failed to adduce in evidence the white envelope he received from Encabo, or prove that the said white envelope was what he actually received from Encabo. He posits that there is no probable cause for his and Velez's warrantless arrest; hence, any evidence confiscated by the

policemen from them is inadmissible in evidence.

The respondent, through the Office of the Solicitor General (OSG), avers that it adduced proof beyond reasonable doubt of the petitioner's guilt for direct bribery. It insists that the petitioner failed to prove that Encabo had any ulterior motive to falsely charge and testify against him. The OSG points that the testimony of Encabo is honest and straightforward; hence, entitled to full probative weight. It is hard to believe, the OSG avers, that the petitioner would accept the envelope without knowing its contents. The petitioner demanded and received from Encabo the P4,000.00 contained in a white envelope in consideration of his signing the certificate of occupancy.

The OSG avers that the petitioner's signing of the certificate of occupancy was his duty as the engineer in charge of the structural design in the City Engineer's Office of Bacolod City. The OSG notes that the petitioner was found positive for ultraviolet powder.

### The Ruling of the Court

The petition is meritorious.

Rule 45 of the Rules of Court provides that only questions of fact may be raised in this Court on a petition for review on certiorari. The reason is that the Court is not a trier of facts. However, the rule is subject to several exceptions. The Court may delve into and resolve factual issues in those cases where the findings of the trial court and the CA are absurd, contrary to the evidence on record, impossible, capricious or arbitrary, or based on a misappreciation of facts.[74]

In this case, the Court is convinced that the findings of the MTC, the RTC and the CA, on the substantial matters at hand, are absurd and arbitrary, and contrary to the evidence on record.

Article 210 of the Revised Penal Code provides:

Art. 210. Direct Bribery. - Any public officer who shall agree to perform an act constituting a crime, in connection with the performance of his official duties, in consideration of any offer, promise, gift or present received by such officer, personally or through the mediation of another, shall suffer the penalty of prison mayor in its minimum and medium periods and a fine of not less than three times the value of the gift, in addition to the penalty corresponding to the crime agreed upon, if the same shall have been committed.

If the gift was accepted by the officer in consideration of the execution of an act which does not constitute a crime, and the officer executed said act, he shall suffer the same penalty provided in the preceding paragraph; and if said act shall not have been accomplished, the officer shall suffer the penalties of prison correccional in its medium period and a fine of not less than twice the value of such gift.

If the object for which the gift was received or promised was to make the public officer refrain from doing something which it was his official duty to do, he shall suffer the penalties of prison correccional in its maximum period to prison mayor in its minimum period and a fine not less than three times the value of the gift.

In addition to the penalties provided in the preceding paragraphs, the culprit shall suffer the penalty of special temporary disqualification.

The provisions contained in the preceding paragraphs shall be made applicable to assessors, arbitrators, appraisal and claim commissioners, experts or any other persons performing public duties.

Direct bribery has the following essential elements:

- the offender is a public officer;

- the offender accepts an offer or promise or receives a gift or present by himself or through another;
- such offer or promise be accepted or gift or present be received by the public officer with a view to committing some crime, or in consideration of the execution of an act which does not constitute a crime but the act must be unjust, or to refrain from doing something which it is his official duty to do; and
- the act which the offender agrees to perform or which he executes is connected with the performance of his official duties.[75]

The prosecution is mandated to prove, beyond reasonable doubt, the essential elements of the felony and that the petitioner is the perpetrator thereof.[76]

Official duties include any action authorized. It is sufficient if the officer has the official power, ability or apparent ability to bring about or contribute to the desired end. The acts referred to in the law, which the offender agrees to perform or execute, must be ultimately related to or linked with the performance of his official duties. It is sufficient if his actions, affected by the payment of the bribe, are parts of any established procedure consistent with the authority of the government agency.[77] However, where the act is entirely outside of the official functions of the officer to whom the money is offered, the offense is not bribery.[78]

The agreement between the public officer and the bribe-giver may be express or implied. Such agreement may be proved by direct or circumstantial evidence. Proof of such an agreement may rest upon relevant and competent circumstantial evidence. To hold, otherwise, would allow the culprit to escape liability with winks and nods even when the evidence as a whole proves that there has been a meeting of the minds to exchange official duties for money.[79]

It is not necessary that the money is received by the offender before or at the time he agreed to perform or execute an act. It is sufficient if he received the money afterwards in pursuance of a prior arrangement or agreement.[80]

Indisputably, the petitioner is a public officer under Article 203 of the Revised Penal Code.[81] There is no allegation in the Information that the issuance of the certificate of occupancy is a crime or is unjust.

The Court agrees with the petitioner's contention that the prosecution failed to prove his guilt for the crime charged beyond reasonable doubt.

The MTC convicted the petitioner of direct bribery on its finding that the petitioner demanded P4,000.00 from Wong, through Encabo, in consideration of signing a certificate of occupancy, and that on July 24, 1995, the petitioner received the said amount from Encabo and signed the said certificate for the Atrium building. The CA affirmed the said findings of the MTC in its decision, thus:

All the elements above are present in the case at bench. Petitioner Ruben Tad-y was an employee at the City Engineer's Office of Bacolod City. That petitioner-accused accepted the amount of P4,000.00 which he demanded from Julio Encabo, a representative of Mildred Wong who will secure a certificate of occupancy for the building of the latter and handed it over to his subordinate Nestor Velez, petitioner's co-accused, on April 24, 1995 at Andre Bakeshop. And in consideration of the amount thus given, petitioner would sign the certificate of occupancy, which is his duty as engineer in charge of structural designs at the City Engineer's Office of Bacolod City. It must be added that petitioner signed the certificate of occupancy, the original of which was kept at the records section of the City Engineer's Office, after receiving the envelope containing P4,000.00. ...[82]

However, there is no iota of competent and credible evidence to support these findings. There is no evidence on record that the petitioner and Encabo met on April 24, 1995. In fact, it was only on April 25, 1995 that Encabo arrived at the OCE to make arrangements for the final inspection of the building by the officers concerned, the

signing of the certificate of inspection by said officers, and the signing of the certificate of occupancy by the building official.

There is also no dispute that what was signed by the petitioner, on July 24, 1995, following his final inspection of the building, was the certificate of final inspection and not a certificate of occupancy of the building. Thus, Encabo testified:

**Q-**

But in (sic) July 24, 1995 when you mentioned that they inspected again the building?

**A-**

Yes, Sir.

**Q-**

And after inspection you went down to Andre Bakeshop which is the ground floor of the Atrium Building. What happened there at Andre Bakeshop?

**A-**

I gave him the papers and let him sign the necessary papers.

**Q-**

What necessary papers are you referring to?

**A-**

This certificate of Final Inspection where he is the one who never affixed his signature.

**Q-**

When you gave the Certificate of Final Inspection, he signed it?

**A-**

Yes, Sir.[83]

It was only on July 27, 1995, after the petitioner had signed the certificate of final inspection on July 24, 1995, that the city building official approved and issued the certificate of occupancy for the building.[84]

There is also no credible evidence on record that the petitioner demanded P4,000.00 from Wong, through Encabo, in exchange for the signing of the certificate of occupancy. Indeed, it is incredible that the petitioner would demand the said amount as a precondition to his signing a certificate, considering that, under Section 309 of P.D. No. 1096,[85] the authority to sign said certificate is vested specifically on the building official, and not on the petitioner:

Section 309. Certificate of Occupancy

No building or structure shall be used or occupied and no change in the existing use or occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a

Certificate of Occupancy therefor as provided in this Code.

A Certificate of Occupancy shall be issued by the Building Official within thirty (30) days if after final inspection and submittal of a Certificate of Completion referred to in the preceding section, it is found that the building or structure complies with the provisions of this Code.

The Certificate of Occupancy shall be posted or displayed in a conspicuous place on the premises and shall not be removed except upon order of the Building Official.

The non-issuance, suspension and revocation of Certificates of Occupancy and the procedure for appeal therefrom shall be governed in so far as applicable, by the provisions of Section 306 and 307 of this Code.[86]

Calibrating the testimony of Encabo, the prosecution sought to prove that the petitioner agreed to conduct a final inspection of the building and sign a certificate of final inspection upon the receipt of P4,000.00.

However, the testimony of Encabo is not entitled to full probative weight since it is evasive and chameleonic, enfeebled by frontal inconsistencies on substantial matters which the trial court and the CA ignored.

In the court a quo, Encabo testified, on direct examination, that on April 25, 1995, the petitioner dissuaded him from following up and seeing the approval for the certificate of occupancy because Wong failed to pay the P4,000.00, the balance due for the petitioner's services in securing the building permit. However, Encabo also claimed that the petitioner agreed to conduct a final inspection of the building and sign a certificate of final inspection if the money was given to the latter. When he testified in Criminal Case No. 17186, Encabo declared that the petitioner refused to sign a certificate of inspection on April 25, 1995 unless the P4,000.00 he demanded was paid.[87] However, Encabo gave a completely different story to the CIS when he gave his sworn statement; he claimed that, on April 25, 1995, the petitioner demanded P4,000.00 in consideration for his signature on the certificate of occupancy.[88]

When he testified in Criminal Case No. 17186, Encabo admitted that the petitioner did not demand P4,000.00 as a precondition to his final inspection of the building and his signing of the certificate of final inspection. The petitioner refused to sign a certificate of final inspection for the sole reason that he had not yet conducted the required final inspection.

Atty. Sorbito:

On April 25, 1995, when you went there accused Ruben Tad-y refused to sign?

**WITNESS:**

Yes, Sir.

**ATTY. SORBITO:**

You mean to say Mr. Encabo that even without final inspection any of the signatories to the occupancy permit can affixed (sic) their signatures without inspection?

**WITNESS:**

They have to inspect.

**ATTY. SORBITO:**

So when Ruben Tad-y refused to sign the permit on April 25, 1995, its because there was no final inspection made yet?

**WITNESS:**

Yes, Sir.

**ATTY. SORBITO:**

It is not because there was no money or P4,000.00?

**WITNESS:**

No, Sir.

**ATTY. SORBITO:**

In short, Ruben Tad-y did not ask for anything because only there in (sic) no inspection was (sic) made?

**WITNESS:**

Yes, Sir.[89]

Encabo could not have asked the petitioner or any of the officers in the OCE for that matter to sign the certificate of occupancy because only the building official has the authority to sign the same. Moreover, the city building official could not have signed the certificate because no final inspection of the building had been conducted, and no certificate of final inspection had been signed by the OCE officers.

Encabo's claim that the petitioner agreed to make a final inspection of the building if he was paid P4,000.00 is belied by his testimony in the court a quo, that, during the second week of May 1995, the petitioner and the other officers of the OCE conducted an inspection of the building.[90] Encabo did not give any centavo to the petitioner on that occasion. However, the petitioner and Encabo had a quarrel in the course of which the petitioner tried, in anger, to squeeze Encabo's neck.[91] As testified to by the petitioner, Encabo insisted on paying for the food and drinks consumed by him and the other OCE officers after their inspection of the building, despite the petitioner's insistence that he should pay for the bill:

**Q**

You have also mentioned about that incident whether you were antagonized by Mr. Encabo which you said you have squeezed his chain (sic) with your hands, where was that establishment?

**A**

At the second floor of Tasty Treat at Araneta Street, Bacolod City.

**Q**

And you were drinking beer with Mr. Encabo during that time?

**A**

When I arrived they were already drinking.

**Q**

And you also started to drink beer?

**A**

Yes, Sir.

**Q**

And how many bottles have you consumed, if you can still recall?

**A**

Two bottles.

**Q**

And it was even Mr. Encabo who paid the bill for the drinking spree?

**ATTY. SORBITO:**

Misleading, your Honor.

**COURT:**

Who pay (sic) for the bills?

**A**

That is (sic) where the trouble began because after I have consumed two (2) bottles of beer, he asked the bills with the intention of paying it because there is among the group are (sic) my relatives and it was my purpose to pay.[92]

Encabo testified that he sought the help of the City Mayor for the petitioner to conduct the final inspection of the building, but did not inform the Mayor that the petitioner had demanded P4,000.00 in consideration for his inspection of the building. He claimed that the petitioner was his compadre and he did not want to put him in a bad light:

**ATTY. SERFINO:**

**Q-**

When you went to the City Mayor, you are yet thinking that you will go to the CIS?

**A-**

I have already reported that.

**Q-**

What is your reason of not telling the mayor that Ruben Tad-y demanded money?

**A-**

Being the government employee and he is my kumpare, I do not want to cause very bad occasion.[93]

Encabo projected himself as solicitous and protective of the petitioner's well-being and the maintenance of the community's regard to his compadre, the petitioner. However, when asked why he had to complain to the CIS and thus placed the petitioner in jeopardy for prosecution of an offense, Encabo replied that he did so because the petitioner had mauled him:

**Q**

Now, you have already gone to the CIS, as you said, is it not?

**A**

Yes, Sir.

**Q**

And, you have already reported to the CIS that supposed demand from you?

**A**

Well, he is (sic) trying to maul me.[94]

What is so disconcerting is that Encabo claimed that even months after the city building official had already issued the certificate of occupancy to Wong on July 27, 1995, the petitioner still conducted inspections of the building, along with the other officers, in September and October 1995:

**Q**

So, you are now certain you have not inspected the building and several other officials of the City Engineer's Office in the afternoon of April 25, 1995, when you went to the office?

**A**

We do the inspection together with the accused and others during and after April 25 and October 1995.

**Q**

Please answer me, you are definitely sure that it was on April 25, 1995?

**A**

Yes, the inspection.

Q

When you said yes, it was not on that date?

A

The date is (sic) April 25, 1995 is not exactly the date of inspection.

Q

In what month after April 25, 1995 when you inspected the building but prior to October 25, 1995?

A

It was October or September, somewhat like that. That September or October I cannot pinpoint the exact date because I don't have the record of that.[95]

It is incredible that the petitioner and the other officers would continue with their inspections of the building even months after the issuance of the certificate of occupancy, and when the petitioner had already been charged with direct bribery in the MTC. Indeed, on September 21, 1995, Encabo was already testifying in Criminal Case No. 17186 for the prosecution against the petitioner.

The prosecution cannot find solace in the entrapment operations conducted by the CIS and the aftermath thereof.

First. The petitioner brought along Engineer Nestor Velez, a building inspector in the OCE, on his final inspection of the building after which they had a snack with Encabo. If, as claimed by Encabo, the petitioner expected to receive P4,000.00 from him, as bribe, it would be contrary to human experience to bring another person along (in this case, Velez) to witness the receipt of the envelope containing the money. Moreover, the Andre Bakeshop is a public place where people enter to make purchases. Indeed, this Court in *Formilleza v. Sandiganbayan*,[96] declared -

However, what is revealing is that Mrs. Sevilla and Mrs. Dimaano were present around the table in the canteen with the petitioner and Mrs. Mutia when the latter allegedly handed the money to the petitioner. There were other persons in the premises like the PC agents whose identities petitioner possibly did not know. Under the circumstances and in such a public place it is not probable that petitioner would have the nerve to accept bribe money from Mrs. Mutia even under the table. If the petitioner knew and was prepared to accept the money from Mrs. Mutia at the canteen, the petitioner would not have invited her officemate Mrs. Sevilla to join them. Mrs. Sevilla stated she did not see the alleged passing of the money. She could not have seen the money as it was passed on under the table or when, as petitioner said, it was quickly placed in her hand when she stood up. What Mrs. Sevilla is sure of is that when they were about to leave the canteen, two (2) men approached petitioner, one of whom took pictures, and the petitioner shouted at Mrs. Mutia, "What are you trying to do to me?" The reaction of petitioner is far from one with a guilty conscience.

Second. The petitioner walked ahead of Velez and Encabo out of the Atrium building after the final inspection, and was on his way to the bowling tournament. However, he joined Encabo and Velez for a snack only because Encabo had invited him. Such behavior on the part of the petitioner is inconsistent with one who expected to receive P4,000.00 from Encabo after his final inspection of the building.

Third. When Encabo handed the envelope to the petitioner, the latter inquired what the envelope was for. The petitioner opened the envelope in full view of Velez and saw its contents. He handed the envelope to Velez instead of putting it into his pocket, even after Encabo had assured the petitioner that it was not dangerous for the latter to receive it. It is incredible that, as claimed by Encabo, the petitioner handed over the envelope to Velez

under the table.

Such facts and circumstances show that the petitioner had no intention to accept the money and consider it his own; they negate the prosecution's contention that the petitioner demanded and expected to receive P4,000.00 as bribe money. Indeed, this Court ruled in *Formilleza* -

The essential ingredient of indirect bribery as defined in Article 211 of the Revised Penal Code is that the public officer concerned must have accepted the gift material consideration. There must be a clear intention on the part of the public officer to take the gift so offered and consider the same as his own property from then on, such as putting away the gift for safekeeping or pocketing the same. Mere physical receipt unaccompanied by any other sign, circumstance or act to show such acceptance is not sufficient to lead the court to conclude that the crime of indirect bribery has been committed. To hold otherwise will encourage unscrupulous individuals to frame up public officers by simply putting within their physical custody some gift, money or other property.[97]

The foregoing ruling of this Court applies not only to charges of indirect bribery but also to direct bribery. The respondent's contention that the petitioner handed the envelope to Velez under the table is belied by the testimonies of the petitioner and Velez.

Fourth. The police officers even forced the petitioner to incriminate himself by forcing him to touch the contents of the envelope, but the petitioner managed to parry the attempt with his right arm. Thus, Velez testified:

**Q**

What happened outside the bakeshop?

**A**

When we went out of the Atrium building, because we plan to left (sic) the place separately or to part ways.

**Q**

You mean to say that Engr. Tad-y was going to his own direction and you to another direction and Mr. Encabo to a different direction?

**A**

Yes.

**Q**

Were you able to do that?

**A**

When I was already at the middle of Gonzaga Street, somebody took hold of my arm, almost my shoulder.

**Q**

Then what happened?

**A**

I was shocked or surprised, somebody took hold of my arm.

**Q**

Did he say anything?

**A**

When I turned my head, he told me that I am (sic) under arrest.

**Q**

What else?

**A**

After hearing that, I asked him what sins (sic) have we committed?

**Q**

What did he say?

**A**

He was trying to search on my trousers.

**Q**

Did he show any warrant or authority for him to do that?

**A**

Never.

**Q**

No warrant of arrest or search warrant?

**A**

No.

**Q**

So, what did he find in your trousers?

**A**

While he was searching me, I was asking him, what money and he asked me, "where is that envelope you received", while he was holding me, it's in your pocket, get it. So, I get (sic) it because he was holding me in my hand and at the same time squeezing it.

**Q**

What arm?

**A**

At first, it was my left hand that he was searching, he was able to took (sic) hold of my right arm as it is used to be the one to pick the particular envelope.

**Q**

So, how actually sure were you, when you get (sic) the envelope from your pocket?

**A**

It appears that myself because he was doing it by squeezing my hand.

**COURT:**

**Q**

About what part of your pocket?

**COURT INTERPRETER:**

At this juncture, the witness is pointing at the right side of his pocket.

**ATTY. SERFINO:**

**Q**

And after you have (sic) involuntarily taken that envelope from your pocket, what did they do?

**A**

When he was squeezing my hand, I was able to get the money and they brought me to Engr. Tad-y.

**Q**

How far was Engr. Tad-y when they brought you there?

**A**

Maybe ten to fifteen meters.

**Q**

And when you were already near Engr. Tad-y, did you notice what was happening to Engr. Tad-y?

**A**

When I was there going toward Engr. Tad-y, I saw one person holding his hands.

**Q**

When you were near him, what happened next?

**A**

When I was near Engr. Tad-y, they let me open that particular envelope.

**Q**

Who was handling that particular envelope towards Engr. Tad-y?

**A**

It's myself holding it while he was holding me towards Engr. Tad-y.

**Q**

You mean the very hand he was holding, squeezing, it's also the hand holding the envelope?

**A**

Yes.

**Q**

Was it [the] left or right hand?

**A**

At first left, when he pulled me it was already his right hand.

**Q**

What happened when you were near Engr. Tad-y?

**A**

When I have already opened the envelope and when they saw the content of that envelope, the money, they try (sic) to pull that so that Engr. Tad-y will receive the money from me.

**Q**

How did you open that envelope in that stage, was it already opened or did you have to exert some efforts to open?

**A**

I opened it because it was closed.

**Q**

Did Engr. Tad-y received (sic), take hold of that money?

**A**

When he found out that the content is money, he did not hold it.

**Q**

What did he do?

**A**

He tried not to receive it but he was forced by one arresting officer.

**Q**

What else took place at that stage on that day?

**A**

When they were not able to force Engr. Tad-y to take hold of the money, they tried to stop a taxi.[98]

The testimony of the petitioner on this matter reads:

**Q**

Now, what happened after you saw that there was another person holding your co-accused?

**A**

They were searching him in order to have the white envelope out.

**Q**

So, did you see any envelope after that?

**A**

Yes, Sir.

**Q**

How did you see it or how did you happen to see it?

**A**

Because he let Mr. Velez open his pocket and have it left opened.

**Q**

And then what happened?

**A**

When the said envelope was already opened he hold (sic) Mr. Velez and pulled Mr. Velez towards me.

**Q**

Were they able to come near you?

**A**

Yes, Sir.

**Q**

Now, while your co-accused was already near you, what transpired among you?

**A**

A person of small size holding the hands of Mr. Velez holding the white envelope because he wants that I will hold the white envelope.

**Q**

Go ahead.

**A**

It was already opened and he wanted me to hold the white envelope.

**Q**

When you were still inside the bakeshop, will you please inform the Hon. Court if the envelope was already opened or not?

A Not yet.

**Q**

The prosecution witness, Julio Encabo here testified that inside the bakeshop, after he handed to you the envelope, you opened it and peeped inside the envelope, is this true?

**A**

It is a big lie.

**Q**

Why do you say that it is a big lie?

**A**

It will be subject of the evidence in the Police Laboratory. It was only shown that there was fluorescent powder.  
(Witness, at this juncture is pointing to his right arm.)

**Q**

You are referring to Exhibit "4-A"?

**A**

Yes, Sir.

**ATTY. SERFINO:**

I would like to manifest, your Honor that on Exhibit "4", there is nothing there that indicates that there was any powder marks in the hands of this accused.

**Q**

Now, what else happened when your co-accused was already near you?

**A**

They tried to let the hands of Nestor come towards me but I was trying to move away.

**Q**

On the basis of what you saw, if you know what was the reason that (sic) they were trying to let you hold the envelope?

**ASST. CITY PROSECUTOR CENTENO:**

Asking for a conclusion, your Honor.

**COURT:**

Sustained.

**COURT:**

Reform.

**ATTY. SERFINO:**

**Q**

From that stage, what else happened?

**A**

Since they cannot do the thing of letting the hands of Nestor Velez go near me, it was the person who picked the white envelope and tried to give it to me, but I was trying to parry it. (Witness is pointing to his right forearm.)

**Q**

Thereafter, what happened?

**A**

(Witness, at this juncture is trying to hold the left hand at his waist.) I do not know whether it was a camera or a gun.

**Q**

What else happened?

He said to me, "relax ka lang, you might be fell (sic) down."

**Q**

Was he a Tagalog?

**A**

I do not know but he speak (sic) in Tagalog.

**Q**

How did that incident in front of that street came to close?

**A**

I stayed calm but I was afraid of them.

**Q**

After you relaxed because of your fear, is there anything else that took place?

**A**

They stopped a taxi and then pulled me to ride in the taxi together with the co-accused, Nestor Velez.[99]

The testimonies of Velez and the petitioner were corroborated by the Initial Laboratory Report of Forensic Chemist Rea Villavicencio that the petitioner's right arm tested positive for ultraviolet powder. The Report and Sketch drawn by Villavicencio did not show that any of the fingers of the petitioner were positive for ultraviolet powder.

In sum then, the Court rules that the prosecution failed to prove the guilt of petitioner Rubin Tad-y of the crime charged. Consequently, the Petition is GRANTED. The decisions of the Municipal Trial Court in Cities, the Regional Trial Court and the Court of Appeals are REVERSED and SET ASIDE. The petitioner is ACQUITTED of the crime charged in the Information.

**SO ORDERED.**

Puno, (Chairman), Austria-Martinez, Tinga, and Chico-Nazario, JJ., concur.

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[1] Penned by Associate Justice Eugenio S. Labitoria, with Associate Justices Eloy R. Bello, Jr. (retired) and Perlita J. Tria Tirona (retired), concurring; Rollo, pp. 41-51.

[2] Penned by Judge Othello M. Villanueva; CA Rollo, pp. 57-63.

[3] Records, p. 1.

[4] ... (c) Directly or indirectly requesting or receiving any gift, present or other pecuniary or material benefit, for himself or for another, from any person for whom the public officer, in any manner or capacity, has secured or obtained, or will secure or obtain, any Government permit or license, in consideration for the help given or to be given, without prejudice to Section thirteen of this Act.

[5] The prosecution presented Julio Encabo and Forensic Chemist Rea Villavicencio, and Alexander Muñoz of the Philippine National Police.

[6] TSN, 7 March 1996, pp. 33-36.

[7] Exhibit "B."

[8] TSN, 15 April 1996, p. 11.

[9] Land Use, Electrical, Line and Grade, Sanitary, Mechanical and Structural; Exhibit "C-1."

[10] TSN, 15 April 1996, p. 62.

[11] TSN, 8 March 1996, p. 79.

[12] Exhibits "E" to "E-3."

[13] TSN, 29 July 1996, pp. 11-12.

[14] Exhibit "G."

[15] TSN, 29 July 1996, pp. 22-23.

[16] Exhibit "M."

[17] TSN, 7 March 1996, p. 97.

[18] Id. at 96-97; TSN, 29 July 1996, p. 28.

[19] Id. at 97.

[20] TSN, 29 July 1996, p. 30.

[21] Id. at 27.

[22] Exhibit "M."

[23] TSN, 7 March 1996, pp. 97-98.

[24] Id. at 104.

[25] Id. at 101.

- [26] Id. at 102.
- [27] Id. at 102-103.
- [28] Id. at 102.
- [29] Id. at 103.
- [30] TSN, 7 March 1996, p. 104.
- [31] TSN, 29 July 1996, pp. 31-32.
- [32] Id. at 32.
- [33] Id. at 33.
- [34] Id. at 33-34.
- [35] Exhibits "7" to "7-B."
- [36] Exhibit "J."
- [37] Records, pp. 166 & 166-A.
- [38] Exhibit "O."
- [39] TSN, 10 May 1996, p. 11.
- [40] TSN, 8 May 1996, p. 35.
- [41] Exhibit "9;" TSN, 15 April 1995, p. 68.
- [42] TSN, 5 June 1997, pp. 17-18.
- [43] Id. at 28.
- [44] Id. at 29-31.
- [45] Id. at 34-35.
- [46] TSN, 5 June 1997, pp. 40-41.
- [47] Exhibit "8."
- [48] Records, p. 332.
- [49] TSN, 5 June 1997, pp. 53-54.
- [50] Id. at 54.
- [51] TSN, 16 July 1997, pp. 24-26.
- [52] Id. at 30-32.
- [53] Exhibits "11" to "11-B."
- [54] TSN, 21 July 1997, pp. 15-17.
- [55] TSN, 6 November 1997, p. 15.
- [56] Id. at 20-21.

- [57] Exhibit "1."
- [58] TSN, 26 August 1997, p. 7.
- [59] Id. at 11-12.
- [60] Id. at 14-15.
- [61] TSN, 26 August 1997, p. 34.
- [62] Id. at 35-36.
- [63] TSN, 8 October, 1997, pp. 44-45.
- [64] TSN, 16 April 1998, p. 8.
- [65] TSN, 16 April 1998, pp. 11-12.
- [66] Exhibit "1-E."
- [67] Exhibit "B."
- [68] Records, pp. 393-394.
- [69] Id. at 452-453.
- [70] CA Rollo, pp. 147-165.
- [71] Rollo, pp. 41-51.
- [72] Exhibit "C."
- [73] Exhibit "C."
- [74] Romago Electric Co., Inc. v. Court of Appeals, G.R. No. 125947, 8 June 2000, 333 SCRA 291; Martinez v. Court of Appeals, G.R. No. 123547, 21 May 2001, 358 SCRA 38.
- [75] Magno v. Commission on Elections, G.R. No. 147904, 4 October 2002, 390 SCRA 495.
- [76] People v. Maguing, G.R. No. 144090, 26 June 2004, 405 SCRA 71.
- [77] Cohen v. United States, 144 F.2d. 984 (1944) cert writ denied; 327 US 797, 65 S.Ct. 440 (1945).
- [78] Taylor v. State, 156 S.E.623 (1931).
- [79] United States v. Massey, 89 F.3d 1433 (1996).
- [80] Ibid.
- [81] ART. 203. Who are public officers. - For the purpose of applying the provisions of this and the preceding titles of this book, any person who, by direct provisions of the law, popular election or appointment by competent authority, shall take part in the performance of public functions in the Government of the Philippines Islands, or shall perform in said Government or in any of its branches public duties as an employee, agent or subordinate official, of any rank or class, shall be deemed to be a public officer.
- [82] Rollo, p. 48.
- [83] TSN, 7 March 1996, pp. 101-102.

- [84] Exhibit "9."
- [85] The National Building Code.
- [86] Underscoring supplied.
- [87] TSN, 25 September 1995, pp. 23-25; Records, pp. 250-252.
- [88] Exhibit "2-B," Ibid.
- [89] TSN, 25 September 1995, pp. 68-69; Records, pp. 295-296.
- [90] TSN, 15 April 1996, pp. 61-63.
- [91] TSN, 8 May 1996, pp. 45-46.
- [92] TSN, 21 July 1997, pp. 15-17.
- [93] TSN, 8 May 1996, p. 45.
- [94] Id. at 45-46. (Underscoring supplied)
- [95] TSN, 15 April 1996, pp. 20-21. (Underscoring supplied)
- [96] G.R. No. L-75160, 18 March 1988, 159 SCRA 1.
- [97] Supra.
- [98] TSN, 26 August 1997, pp. 38-43.
- [99] TSN, 16 July 1997, pp. 24-33.

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