METROPOLITAN BANK AND TRUST COMPANY, PETITIONER, VS. ROGELIO REYNADO AND JOSE C. ADRANDEA, RESPONDENTS.

G.R. No. 164538. August 09, 2010

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

"It is a hornbook doctrine in our criminal law that the criminal liability for estafa is not affected by a compromise, for it is a public offense which must be prosecuted and punished by the government on its own motion, even though complete reparation [has] been made of the damage suffered by the private offended party. Since a criminal offense like estafa is committed against the State, the private offended party may not waive or extinguish the criminal liability that the law imposes for the commission of the crime."[1]

This Petition for Review on Certiorari under Rule 45 of the Rules of Court seeks the reversal of the Court of Appeals' (CA's) Decision[2] dated October 21, 2002 in CA-G.R. SP No. 58548 and its further Resolution[3] dated July 12, 2004 denying petitioner's Motion for Reconsideration.[4]

Factual Antecedents

On January 31, 1997, petitioner Metropolitan Bank and Trust Company charged respondents before the Office of the City Prosecutor of Manila with the crime of estafa under Article 315, paragraph 1(b) of the Revised Penal Code. In the affidavit[5] of petitioner's audit officer, Antonio Ivan S. Aguirre, it was alleged that the special audit conducted on the cash and lending operations of its Port Area branch uncovered anomalous/fraudulent transactions perpetrated by respondents in connivance with client Universal Converter Philippines, Inc. (Universal); that respondents were the only voting members of the branch's credit committee authorized to extend credit accommodation to clients up to P200,000.00; that through the so-called Bills Purchase Transaction, Universal, which has a paid-up capital of only P125,000.00 and actual maintaining balance of P5,000.00, was able to make withdrawals totaling P81,652,000.00[6] against uncleared regional checks deposited in its account at petitioner's Port Area branch; that, consequently, Universal was able to utilize petitioner's funds even before the seven-day clearing period for regional checks expired; that Universal's withdrawals against uncleared regional check deposits were without prior approval of petitioner's head office; that the uncleared checks were later dishonored by the drawee bank for the reason "Account Closed"; and, that respondents acted with fraud, deceit, and abuse of confidence.

In their defense, respondents denied responsibility in the anomalous transactions with Universal and claimed that they only intended to help the Port Area branch solicit and increase its deposit accounts and daily transactions.

Meanwhile, on February 26, 1997, petitioner and Universal entered into a Debt Settlement Agreement[7] whereby the latter acknowledged its indebtedness to the former in the total amount of P50,990,976.27[8] as of February 4, 1997 and undertook to pay the same in bi-monthly amortizations in the sum of P300,000.00 starting January 15, 1997, covered by postdated checks, "plus balloon payment of the remaining principal balance and interest and other charges, if any, on December 31, 2001."[9]

Findings of the Prosecutor

Following the requisite preliminary investigation, Assistant City Prosecutor Winnie M. Edad (Prosecutor Edad) in her Resolution[10] dated July 10, 1997 found petitioner's evidence insufficient to hold respondents liable for estafa. According to Prosecutor Edad:

> The execution of the Debt Settlement Agreement puts complainant bank in estoppel to argue that the liability is criminal. Since the agreement was made even before the filing of this case, the relations between the parties [have] change[d], novation has set in and prevented the incipience of any criminal liability on the part of respondents.[11]

Thus, Prosecutor Edad recommended the dismissal of the case:

> WHEREFORE, for insufficiency of evidence, it is respectfully recommended that the case be dismissed.[12]

On December 9, 1997, petitioner appealed the Resolution of Prosecutor Edad to the Department of Justice (DOJ) by means of a Petition for Review.[13]

Ruling of the Department of Justice

On June 22, 1998, the DOJ dismissed the petition ratiocinating that:

> It is evident that your client based on the same transaction chose to file estafa only against its employees and treat with kid gloves its big time client Universal who was the one who benefited from this transaction and instead, agreed that it should be paid on installment basis.
>
> To allow your client to make the choice is to make an unwarranted classification under the law which will result in grave injustice against herein respondents. Thus, if your client agreed that no estafa was committed in this transaction with Universal who was the principal player and beneficiary of this transaction[,] more so with herein respondents whose liabilities are based only on conspiracy with Universal.
>
> Equivocally, there is no estafa in the instant case as it was not clearly shown how respondents misappropriated the P53,873,500.00 which Universal owed your client after its checks deposited with Metrobank were dishonored. Moreover, fraud is not present considering that the Executive Committee and the Credit Committee of Metrobank were duly notified of these transactions which they approved. Further, no damage was caused to your client as it agreed [to] the settlement [with] Universal.[14]

A Motion for Reconsideration[15] was filed by petitioner, but the same was denied on March 1, 2000 by then Acting Secretary of Justice Artemio G. Tuquero.[16]

Aggrieved, petitioner went to the CA by filing a Petition for Certiorari & Mandamus.[17]

Ruling of the Court of Appeals

By Decision[18] of October 21, 2002, the CA affirmed the twin resolutions of the Secretary of Justice. Citing jurisprudence[19] wherein we ruled that while novation does not extinguish criminal liability, it may prevent the rise of such liability as long as it occurs prior to the filing of the criminal information in court.[20] Hence, according to the CA, "[j]ust as Universal cannot be held responsible under the bills purchase transactions on account of novation, private respondents, who acted in complicity with the former, cannot be made liable [for] the same transactions."[21] The CA added that "[s]ince the dismissal of the complaint is founded on legal ground, public respondents may not be compelled by mandamus to file an information in court."[22]

Incidentally, the CA totally ignored the Comment[23] of the Office of the Solicitor General (OSG) where the latter, despite being the statutory counsel of public respondent DOJ, agreed with petitioner that the DOJ erred in

dismissing the complaint. It alleged that where novation does not extinguish criminal liability for estafa neither does restitution negate the offense already committed.[24]

Additionally, the OSG, in sharing the views of petitioner contended that failure to implead other responsible individuals in the complaint does not warrant its dismissal, suggesting that the proper remedy is to cause their inclusion in the information.[25] This notwithstanding, however, the CA disposed of the petition as follows:

> WHEREFORE, the petition is DENIED due course and, accordingly, DISMISSED. Consequently, the resolutions dated June 22, 1998 and March 1, 2000 of the Secretary of Justice are AFFIRMED.
>
> SO ORDERED.[26]

Hence, this instant petition before the Court.

On November 8, 2004, we required[27] respondents to file Comment, not a motion to dismiss, on the petition within 10 days from notice. The OSG filed a Manifestation and Motion in Lieu of Comment[28] while respondent Jose C. Adraneda (Adraneda) submitted his Comment[29] on the petition. The Secretary of Justice failed to file the required comment on the OSG's Manifestation and Motion in Lieu of Comment and respondent Rogelio Reynado (Reynado) did not submit any. For which reason, we issued a show cause order[30] on July 19, 2006. Their persistent non-compliance with our directives constrained us to resolve that they had waived the filing of comment and to impose a fine of P1,000.00 on Reynado. Upon submission of the required memorandum by petitioner and Adraneda, the instant petition was submitted for resolution.

Issues

Petitioner presented the following main arguments for our consideration:

- Novation and undertaking to pay the amount embezzled do not extinguish criminal liability.

- It is the duty of the public prosecutor to implead all persons who appear criminally liable for the offense charged.

Petitioner persistently insists that the execution of the Debt Settlement Agreement with Universal did not absolve private respondents from criminal liability for estafa. Petitioner submits that the settlement affects only the civil obligation of Universal but did not extinguish the criminal liability of the respondents. Petitioner thus faults the CA in sustaining the DOJ which in turn affirmed the finding of Prosecutor Edad for committing apparent error in the appreciation and the application of the law on novation. By petitioner's claim, citing Metropolitan Bank and Trust Co. v. Tonda,[31] the "negotiations pertain [to] and affect only the civil aspect of the case but [do] not preclude prosecution for the offense already committed."[32]

In his Comment, Adraneda denies being a privy to the anomalous transactions and passes on the sole responsibility to his co-respondent Reynado as the latter was able to conceal the pertinent documents being the head of petitioner's Port Area branch. Nonetheless, he contends that because of the Debt Settlement Agreement, they cannot be held liable for estafa.

The OSG, for its part, instead of contesting the arguments of petitioner, even prayed before the CA to give due course to the petition contending that DOJ indeed erred in dismissing the complaint for estafa.

Given the facts of the case, the basic issue presented before this Court is whether the execution of the Debt Settlement Agreement precluded petitioner from holding respondents liable to stand trial for estafa under Art. 315 (1)(b) of the Revised Penal Code.[33]

Our Ruling

We find the petition highly meritorious.

Novation not a mode of extinguishing criminal liability for estafa; Criminal liability for estafa not affected by compromise or novation of contract.

Initially, it is best to emphasize that "novation is not one of the grounds prescribed by the Revised Penal Code for the extinguishment of criminal liability."[34]

In a catena of cases, it was ruled that criminal liability for estafa is not affected by a compromise or novation of contract. In Firaza v. People[35] and Recuerdo v. People,[36] this Court ruled that in a crime of estafa, reimbursement or belated payment to the offended party of the money swindled by the accused does not extinguish the criminal liability of the latter. We also held in People v. Moreno[37] and in People v. Ladera[38] that "criminal liability for estafa is not affected by compromise or novation of contract, for it is a public offense which must be prosecuted and punished by the Government on its own motion even though complete reparation should have been made of the damage suffered by the offended party." Similarly in the case of Metropolitan Bank and Trust Company v. Tonda[39] cited by petitioner, we held that in a crime of estafa, reimbursement of or compromise as to the amount misappropriated, after the commission of the crime, affects only the civil liability of the offender, and not his criminal liability.

Thus, the doctrine that evolved from the aforecited cases is that a compromise or settlement entered into after the commission of the crime does not extinguish accused's liability for estafa. Neither will the same bar the prosecution of said crime. Accordingly, in such a situation, as in this case, the complaint for estafa against respondents should not be dismissed just because petitioner entered into a Debt Settlement Agreement with Universal. Even the OSG arrived at the same conclusion:

> Contrary to the conclusion of public respondent, the Debt Settlement Agreement entered into between petitioner and Universal Converter Philippines extinguishes merely the civil aspect of the latter's liability as a corporate entity but not the criminal liability of the persons who actually committed the crime of estafa against petitioner Metrobank. x x x[40]

Unfortunately for petitioner, the above observation of the OSG was wittingly glossed over in the body of the assailed Decision of the CA.

Execution of the Debt Settlement Agreement did not prevent the incipience of criminal liability.

Even if the instant case is viewed from the standpoint of the law on contracts, the disposition absolving the respondents from criminal liability because of novation is still erroneous.

Under Article 1311 of the Civil Code, "contracts take effect only between the parties, their assigns and heirs, except in case where the rights and obligations arising from the contract are not transmissible by their nature, or by stipulation or by provision of law." The civil law principle of relativity of contracts provides that "contracts can only bind the parties who entered into it, and it cannot favor or prejudice a third person, even if he is aware of such contract and has acted with knowledge thereof."[41]

In the case at bar, it is beyond cavil that respondents are not parties to the agreement. The intention of the parties thereto not to include them is evident either in the onerous or in the beneficent provisions of said agreement. They are not assigns or heirs of either of the parties. Not being parties to the agreement, respondents cannot take refuge therefrom to bar their anticipated trial for the crime they committed. It may do well for respondents to remember that the criminal action commenced by petitioner had its genesis from the alleged fraud, unfaithfulness, and abuse

of confidence perpetrated by them in relation to their positions as responsible bank officers. It did not arise from a contractual dispute or matters strictly between petitioner and Universal. This being so, respondents cannot rely on subject settlement agreement to preclude prosecution of the offense already committed to the end of extinguishing their criminal liability or prevent the incipience of any liability that may arise from the criminal offense. This only demonstrates that the execution of the agreement between petitioner and Universal has no bearing on the innocence or guilt of the respondents.

Determination of the probable cause, a function belonging to the public prosecutor; judicial review allowed where it has been clearly established that the prosecutor committed grave abuse of discretion.

In a preliminary investigation, a public prosecutor determines whether a crime has been committed and whether there is probable cause that the accused is guilty thereof.[42] The Secretary of Justice, however, may review or modify the resolution of the prosecutor.

"Probable cause is defined as such facts and circumstances that will engender a well-founded belief that a crime has been committed and that the respondent is probably guilty thereof and should be held for trial."[43] Generally, a public prosecutor is afforded a wide latitude of discretion in the conduct of a preliminary investigation. By way of exception, however, judicial review is allowed where respondent has clearly established that the prosecutor committed grave abuse of discretion that is, when he has exercised his discretion "in an arbitrary, capricious, whimsical or despotic manner by reason of passion or personal hostility, patent and gross enough as to amount to an evasion of a positive duty or virtual refusal to perform a duty enjoined by law."[44] Tested against these guidelines, we find that this case falls under the exception rather than the general rule.

A close scrutiny of the substance of Prosecutor Edad's Resolution dated July 10, 1997 readily reveals that were it not for the Debt Settlement Agreement, there was indeed probable cause to indict respondents for the crime charged. From her own assessment of the Complaint-Affidavit of petitioner's auditor, her preliminary finding is that "Ordinarily, the offense of estafa has been sufficiently established."[45] Interestingly, she suddenly changed tack and declared that the agreement altered the relation of the parties and that novation had set in preventing the incipience of any criminal liability on respondents. In light of the jurisprudence herein earlier discussed, the prosecutor should not have gone that far and executed an apparent somersault. Compounding further the error, the DOJ in dismissing petitioner's petition, ruled out estafa contrary to the findings of the prosecutor. Pertinent portion of the ruling reads:

> Equivocally, there is no estafa in the instant case as it was not clearly shown how respondents misappropriated the P53,873,500.00 which Universal owed your client after its checks deposited with Metrobank were dishonored. Moreover, fraud is not present considering that the Executive Committee and the Credit Committee of Metrobank were duly notified of these transactions which they approved. Further, no damage was caused to your client as it agreed [to] the settlement [with] Universal.[46]

The findings of the Secretary of Justice in sustaining the dismissal of the Complaint are matters of defense best left to the trial court's deliberation and contemplation after conducting the trial of the criminal case. To emphasize, a preliminary investigation for the purpose of determining the existence of probable cause is "not a part of the trial. A full and exhaustive presentation of the parties' evidence is not required, but only such as may engender a well-grounded belief that an offense has been committed and that the accused is probably guilty thereof."[47] A "finding of probable cause does not require an inquiry into whether there is sufficient evidence to procure a conviction. It is enough that it is believed that the act or omission complained of constitutes the offense charged."[48] So we held in Balangauan v. Court of Appeals:[49]

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> Applying the foregoing disquisition to the present petition, the reasons of DOJ for affirming the dismissal of the criminal complaints for estafa and/or qualified estafa are determinative of whether or not it committed grave abuse of discretion amounting to lack or excess of jurisdiction. In requiring "hard facts and solid evidence" as the basis for a finding of probable cause to hold petitioners Bernyl and Katherene liable to stand trial for the crime complained of, the DOJ disregards the definition of probable cause - that it is a reasonable ground of presumption that a matter is, or may be, well-founded, such a state of facts in the mind of the prosecutor as would lead a person of ordinary caution and prudence to believe, or entertain an honest or strong suspicion, that a thing is so. The term does not mean "actual and positive cause" nor does it import absolute certainty. It is merely based on opinion and reasonable belief; that is, the belief that the act or omission complained of constitutes the offense charged. While probable cause demands more than "bare suspicion," it requires "less than evidence which would justify conviction." Herein, the DOJ reasoned as if no evidence was actually presented by respondent HSBC when in fact the records of the case were teeming; or it discounted the value of such substantiation when in fact the evidence presented was adequate to excite in a reasonable mind the probability that petitioners Bernyl and Katherene committed the crime/s complained of. In so doing, the DOJ whimsically and capriciously exercised its discretion, amounting to grave abuse of discretion, which rendered its resolutions amenable to correction and annulment by the extraordinary remedy of certiorari.

In the case at bar, as analyzed by the prosecutor, a prima facie case of estafa exists against respondents. As perused by her, the facts as presented in the Complaint-Affidavit of the auditor are reasonable enough to excite her belief that respondents are guilty of the crime complained of. In Andres v. Justice Secretary Cuevas[50] we had occasion to rule that the "presence or absence of the elements of the crime is evidentiary in nature and is a matter of defense that may be passed upon after a full-blown trial on the merits."[51]

Thus confronted with the issue on whether the public prosecutor and the Secretary of Justice committed grave abuse of discretion in disposing of the case of petitioner, given the sufficiency of evidence on hand, we do not hesitate to rule in the affirmative. We have previously ruled that grave abuse of discretion may arise when a lower court or tribunal violates and contravenes the Constitution, the law or existing jurisprudence.

Non-inclusion of officers of Universal not a ground for the dismissal of the complaint.

The DOJ in resolving to deny petitioner's appeal from the resolution of the prosecutor gave another ground - failure to implead the officers of Universal. It explained:

> To allow your client to make the choice is to make an unwarranted classification under the law which will result in grave injustice against herein respondents. Thus, if your client agreed that no estafa was committed in this transaction with Universal who was the principal player and beneficiary of this transaction[,] more so with herein respondents whose liabilities are based only on conspiracy with Universal.[52]

The ratiocination of the Secretary of Justice conveys the idea that if the charge against respondents rests upon the same evidence used to charge co-accused (officers of Universal) based on the latter's conspiratorial participation, the non-inclusion of said co-accused in the charge should benefit the respondents.

The reasoning of the DOJ is flawed.

Suffice it to say that it is indubitably within the discretion of the prosecutor to determine who must be charged with what crime or for what offense. Public prosecutors, not the private complainant, are the ones obliged to bring forth before the law those who have transgressed it.

Section 2, Rule 110 of the Rules of Court[53] mandates that all criminal actions must be commenced either by complaint or information in the name of the People of the Philippines against all persons who appear to be responsible therefor. Thus the law makes it a legal duty for prosecuting officers to file the charges against whomsoever the evidence may show to be responsible for the offense. The proper remedy under the

circumstances where persons who ought to be charged were not included in the complaint of the private complainant is definitely not to dismiss the complaint but to include them in the information. As the OSG correctly suggested, the proper remedy should have been the inclusion of certain employees of Universal who were found to have been in cahoots with respondents in defrauding petitioner. The DOJ, therefore, cannot seriously argue that because the officers of Universal were not indicted, respondents themselves should not likewise be charged. Their non-inclusion cannot be perversely used to justify desistance by the public prosecutor from prosecution of the criminal case just because not all of those who are probably guilty thereof were charged.

Mandamus a proper remedy when
resolution of public respondent is tainted
with grave abuse of discretion.

Mandamus is a remedial measure for parties aggrieved. It shall issue when "any tribunal, corporation, board, officer or person unlawfully neglects the performance of an act which the law specifically enjoins as a duty resulting from an office, trust or station."[54] The writ of mandamus is not available to control discretion neither may it be issued to compel the exercise of discretion. Truly, it is a matter of discretion on the part of the prosecutor to determine which persons appear responsible for the commission of a crime. However, the moment he finds one to be so liable it becomes his inescapable duty to charge him therewith and to prosecute him for the same. In such a situation, the rule loses its discretionary character and becomes mandatory. Thus, where, as in this case, despite the sufficiency of the evidence before the prosecutor, he refuses to file the corresponding information against the person responsible, he abuses his discretion. His act is tantamount to a deliberate refusal to perform a duty enjoined by law. The Secretary of Justice, on the other hand, gravely abused his discretion when, despite the existence of sufficient evidence for the crime of estafa as acknowledged by the investigating prosecutor, he completely ignored the latter's finding and proceeded with the questioned resolution anchored on purely evidentiary matters in utter disregard of the concept of probable cause as pointed out in Balangauan. To be sure, findings of the Secretary of Justice are not subject to review unless shown to have been made with grave abuse.[55] The present case calls for the application of the exception. Given the facts of this case, petitioner has clearly established that the public prosecutor and the Secretary of Justice committed grave abuse of discretion.

WHEREFORE, the petition is GRANTED. The assailed Decision of the Court of Appeals in CA-G.R. SP No. 58548 promulgated on October 21, 2002 affirming the Resolutions dated June 22, 1998 and March 1, 2000 of the Secretary of Justice, and its Resolution dated July 12, 2004 denying reconsideration thereon are hereby REVERSED and SET ASIDE. The public prosecutor is ordered to file the necessary information for estafa against the respondents.

SO ORDERED.

Corona, C.J., (Chairperson), Leonardo-De Castro, Bersamin,[*] and Perez, JJ. concur.

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[*] In lieu of Associate Justice Presbitero J. Velasco, Jr., per Special Order No. 876 dated August 2, 2010.

[**] Sometimes referred to as Jose C. Andraneda and Jose C. Adraneda in other parts of the records.

[1] Tamayo v. People, G.R No. 174698, July 28, 2008, 560 SCRA 312, 323-324.

[2] CA rollo, pp. 195-202; penned by Associate Justice Edgardo P. Cruz and concurred in by Associate Justices Oswaldo D. Agcaoili and Amelita G. Tolentino.

[3] Id. at 249-251; penned by Associate Justice Edgardo P. Cruz and concurred in by Associate Justices Martin S.

Villarama, Jr. (now a Member of this Court) and Amelita G. Tolentino.

[4] Id. at 205-215.

[5] Id. at 33-47.

[6] Id. at 43.

[7] Id. at 65-69.

[8] Id. at 65.

[9] Id. at 69.

[10] Id. at 48-50.

[11] Id. at 49.

[12] Id. at 50.

[13] Id. at 51-64.

[14] Id. at 72.

[15] Id. at 73-85.

[16] Id. at 86.

[17] Id. at 2-32.

[18] Id. at 195-202.

[19] Diongzon v. Court of Appeals, 378 Phil. 1090 (1999).

[20] Id. at 1097.

[21] Ca rollo, p. 201.

[22] Id.

[23] Id. at 139-147.

[24] Id. at 142-143.

[25] Id. at 144.

[26] Id. at 202.

[27] Rollo, p. 197.

[28] Id. at 219-235.

[29] Id. at 208-217.

[30] Id. at 240.

[31] 392 Phil. 797 (2000).

[32] Id. at 811.

[33] ART. 315. Swindling (estafa). - Any person who shall defraud another by any of the means mentioned

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hereinbelow shall be punished by:

x x x x

1. With unfaithfulness or abuse of confidence, namely:

x x x x

(b) By misappropriating or converting, to the prejudice of another, money, goods or any other personal property received by the offender in trust, or on commission, or for administration, or under any other obligation involving the duty to make delivery of, or to return the same, even though such obligation be totally or partially guaranteed by a bond; or by denying having received such money, goods, or other property;

x x x x

[34] Ocampo-Paule v. Court of Appeals, 426 Phil. 463, 471 (2002); Revised Penal Code, Art. 89. How criminal liability is totally extinguished. - Criminal liability is totally extinguished: 1) By the death of the convict, as to the personal penalties; and as to pecuniary penalties, liability therefor is extinguished only when the death of the offender occurs before final judgment; 2) By service of the sentence; 3) By amnesty, which completely extinguishes the penalty and all its effects; 4) By absolute pardon; 5) By prescription of the crime; 6) By prescription of the penalty; and 7) By the marriage of the offended woman, as provided in Article 344 of this Code.

[35] G.R. No. 154721, March 22, 2007, 518 SCRA 681, 694.

[36] G.R. No. 168217, June 27, 2006, 493 SCRA 517, 536.

[37] 373 Phil 336, 349 (1999).

[38] 398 Phil. 588; 602 (2000).

[39] Supra note 31 at 811-812.

[40] CA rollo, p. 219.

[41] Integrated Packaging Corporation v. Court of Appeals, 388 Phil. 835, 845 (2000).

[42] Rules of Court, Rule 112, Section 1.

[43] Baviera v. Paglinawan, G.R. Nos. 168380 and 170602, February 8, 2007, 515 SCRA 170, 184.

[44] Glaxosmithkline Philippines, Inc. v. Khalid Mehmood Malik, G.R. No. 166924, August 17, 2006, 499 SCRA 268, 273.

[45] CA rollo, p. 49.

[46] Id. at 72.

[47] Ledesma v. Court of Appeals, 344 Phil. 207, 226 (1997).

[48] Ang-Abaya v. Ang, G.R. No. 178511, December 4, 2008, 573 SCRA 129, 142.

[49] G.R. No. 174350, August 13, 2008, 562 SCRA 184, 206-207.

[50] 499 Phil. 36 (2005).

[51] Id. at 49-50.

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[52] CA rollo, p. 72.

[53] SEC. 2. The complaint or information. - The complaint or information shall be in writing, in the name of the People of the Philippines and against all persons who appear to be responsible for the offense involved.

[54] Rules of Court, Rule 65, Sec. 3.

[55] Public Utilities Department v. Hon. Guingona, Jr., 417 Phil. 798, 805 (2001).

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