

ANICETO RAMOS, PETITIONER, VS. THE SANDIGANBAYAN AND PEOPLE OF THE PHILIPPINES, RESPONDENTS.

G.R. No. 58876. November 27, 1990

Ponente: BIDIN, J.

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BIDIN, J.:

This is a petition for certiorari of the decision dated November 6, 1981, of the Sandiganbayan (First Division) in Criminal Case No. 918 promulgated on November 11, 1981, finding Aniceto Ramos and his co-accused, Constantino Galinato, guilty beyond reasonable doubt as principals of the complex crime of Malversation of Public Funds Through Falsification of Public Documents and sentencing them to an indeterminate penalty ranging from nine (9) years, one (1) month and eleven (11) days of prision mayor, as minimum, to thirteen (13) years, seven (7) months and twenty (20) days of reclusion temporal as maximum, to suffer perpetual special disqualification, to pay a fine of P9,720 and to indemnify the Government of the Philippines (Bureau of Posts) in the amount of P9,720 (Rollo, pp. 99-100).

Accused Aniceto Ramos y Javate was a regular employee of Postal Region I (Exhibits "A", "A-1" and "A-2") and assigned as Postmaster of Bauang, La Union from 1970 to December, 1976. Accused German Samonte y Jacildo was an employee in the same Postal Region I (Exhibits "B" and "B-1") and assigned as Postmaster of the Nalinac Post Office, Bauang, La Union, from May 1975 until August 15, 1976 when he was reassigned in Naguilian, La Union, until his resignation on September 28, 1977. Accused Constante Galinato y Marinas was likewise employed in the same Postal Region I as Supervising Postal Service Officer I (Exhibits "D" and "D-1").

Under Circular No. 40 dated September 18, 1974 of the Acting Postmaster General, motorcycle allowance for letter carriers using motorcycles in the delivery of mails was increased to P60.00 a month effective July 1, 1974. Authority was given to postmasters to allow the letter carriers concerned to collect their allowance from postal collections at the increased rate to be charged as budgetary expenses (Exhibit "J"). Implementing the aforesaid Circular No. 40, the Chief of Finance and Management Division, Bureau of Posts, in a memorandum to the Acting Postal Regional Director, Region I, San Fernando, La Union, directed that payment of motorcycle allowance of letter carriers be allowed from "the postal collections of the postmaster concerned where the letter carrier is assigned effective the date when the letter carrier actually used the motorcycle in the delivery of mails." This memorandum was circularized by the Officer-in-Charge of Postal Region I per Circular No. 3 dated February 19, 1976. It was there specifically stated that "payment of motorcycle allowance of letter carriers shall be made by the postmaster under whose office said employees x x x are assigned which must be certified in the voucher or payroll as the case may be." (Exhibit "J-1").

Pursuant to the memorandum of the Regional Director of Postal Region I dated August 11, 1976 (Exhibit "G"), Regional Auditing Examiner Rodolfo Ramirez y Rodriguez conducted an audit examination of the accounts of the postmasters in the Province of La Union, among them the postmaster of Nalinac Beach and Bauang Post Offices. In the course of his examination, Mr. Ramirez discovered spurious vouchers (Exhibits "E", "E-1" to "E-23") in the Bauang Post Office covering payments of motorcycle gasoline allowance of letter carriers not assigned to that

particular post office, and similar spurious vouchers (Exhibits "F", "F-1" to "F?6") in the Nalinac Beach Post Office. The postmasters assigned in Bauang and Nalinac who made the payments of the vouchers were accused Aniceto J. Ramos and German J. Samonte, respectively. Examiner Ramirez submitted a memorandum dated September 14, 1976 to the Regional Director on his examination of the Nalinac Beach Post Office and other post offices in La Union (Exhibit "H"), and a separate memorandum dated October 14, 1976 on his examination of the Bauang Post Office (Exhibit "I-1"). In both memoranda, the discovery of spurious claim vouchers representing payments of motorcycle allowance of letter carriers not assigned to either Nalinac Beach or Bauang Post Offices was reported. This discovery was reported to the Central Office, Bureau of Posts, in Manila which forthwith disallowed the forged claim vouchers paid by Postmasters Aniceto Ramos and German Samonte and recalled the credit advances previously issued to them relating to the said irregular vouchers (Exhibits "K" and "K-1"). Examiner Ramirez also sent a demand letter to accused Postmaster Aniceto Ramos for the restitution of the shortage found in his accounts amounting to P13,320.00 (Exhibit "L").

On February 18, 1990, the petitioner-appellant was charged, together with Constante Galinato and Ernesto Benavidez, with Malversation of Public Funds through Falsification of Public Documents in an information filed by Tanodbayan Prosecutor Jose G. Ferrer with the Sandiganbayan (Criminal Case No. 918) which reads:

"That on or about the period comprised from November 28, 1975 to July 19, 1976, inclusive, in the Municipality of Bauang, La Union, Philippines and within the jurisdiction of this Honorable Court, accused ANICETO RAMOS, then a postmaster of the Post Office of Bauang, La Union, having been appointed and qualified as such, and therefore, an accountable officer responsible for public funds collected and received by him in the exercise of his duties and functions, and conniving, confederating and conspiring with his co-accused CONSTANCE GALINATO, then Supervisor and Acting Chief of the Operations Division of the Regional Office of the Bureau of Post, San Fernando, La Union, did then and there, wilfully, feloniously, unlawfully and fraudulently misappropriate, misapply, embezzle and take away the total sum of ELEVEN THOUSAND SIX HUNDRED FORTY PESOS (P11,640.00), Philippine Currency, and converted and appropriated the same for their personal use and benefit, by making it appear that David Bisoy, Gavino Apilado, Florencio Ramos, Bienvenido Edralin, Pepito Samson, Dante Biscocho, William Olano, Dionisio Ochinang, Hector Centeno, Celestino Gasmen, Bienvenido Yaba, Hilario Guzman, Gabriel Alconis, Lucino Bravo, Jose Taclas, Leonardo Frando, Alejandro Piaoan, Gil Blanco, Nicencio Barlahan, Benito Mangawang, Ernesto Gumawid, German Estoesta, Matias Dumo, Simplicio Lusan, and Gregorio Villanueva, all letter-carriers and employees of the Bureau of Post, Region I, had filed and claimed their motorcycle allowances allegedly covered by Vouchers Nos. D-1, D-2, D-3, D-4, D-11, D-12, D-18, D-19, D-21, D-22, D-23, D-24, D-25, D-26, D-28, D-40, D-41, D-42, D-70, D-76, D-77, D-86, D-99 and D-100, respectively, when in truth and in fact they did not, as all their signatures on the aforesaid vouchers are all forged and falsified, and that neither of them (letter-carriers) received or benefited from the payments of proceeds thereof, accused CONSTANCE GALINATO caused the presentation and payment of the falsified vouchers, accused ERNESTO BENAVIDEZ presented the falsified vouchers to, and received payment from, his co-accused ANICETO RAMOS, and that accused ANICETO RAMOS certified to the correctness of the claim for motorcycle allowances and paid for the same although he doubted the authenticity of the signatures of the supposed claimants, to the damage and prejudice of the government in the aforesaid amount of ELEVEN THOUSAND SIX HUNDRED FORTY PESOS (P11,640.00), Philippine Currency, and to the interest of the public service.

CONTRARY TO LAW." (Original Record, pp. 1-2).

Upon arraignment, accused Galinato, Ramos and Benavidez pleaded not guilty in Criminal Case No. 918 (Original Record, pp. 26, 27 and 28). Trial ensued.

At the instance of the prosecution, accused Ernesto Benavidez, an audit examiner of the Bureau of Posts in

Region I, was discharged from the Information in all the cases and utilized as one of the People's witnesses.

In Criminal Case No. 918, out of the twenty-five (25) letter-carriers named in the information, only twenty (20) testified. They all disowned their supposed signatures in the vouchers ascribed to them, denied having filed any claim for motorcycle allowance for the periods and received the amounts reflected therein or authorized anybody to file any claim for them, or rendered service in the Bauang, La Union Post Office.

The principal witness for the prosecution against petitioner Aniceto Ramos, the sole appellant in this case, is the discharged accused turned state witness. Ernesto Benavidez y Blanco, who testified as follows: From 1970 to 1980, he was an employee of the Bureau of Posts where he started as Accounting Clerk I, then as Senior Clerk and later as Audit Examiner from June 16, 1976 to July, 1980. When he was assigned in the Regional Office of the Bureau of Posts at San Fernando, La Union from 1973 to 1980, his immediate superior was the Chief of the Administrative Division, Bernardo Tugade. He denied having been under the direct supervision of accused Constante Galinato. He met for the first time Constante Galinato in 1973 and, thereafter, they had been meeting in the Regional Office almost everyday. It was sometime in May, 1975 that Galinato and a certain Blandino Gabriel, a buyer in the Regional Office, invited him to a round of drinks at the Symphony Restaurant, San Fernando, La Union. Because of his need for money, he agreed to deliver fake motorcycle allowance vouchers. The said vouchers were to be prepared by Blandino Gabriel and Francisco Asporias and to be delivered by him to either the Nalinac Beach or Bauang Post Office. The proceeds of the vouchers would be divided in the following manner: 10% to Gabriel; 30% to the Postmaster; 50% to Galinato; and 10% to him (Benavidez). On June 2, 1975, he met Gabriel at Galinato's office and with Galinato proceeded to the Nalinac Beach where he was given fake vouchers by Galinato in the name of Crispin Fangon, signed by Samonte. Thereafter, postal money order checks payable to Galinato were issued. He was then introduced as Galinato's trusted man. Another delivery of fake vouchers were made by Galinato on June 25, 1975 to Samonte which was followed on July 15, 1975. Benavidez was instructed later by Galinato to deliver gasoline allowance vouchers to either Nalinac Beach or Bauang Post Office. The voucher was in the name of Santiago Asuncion, signed by Samonte who paid the amount to Benavidez in postal money order. It was encashed by Benavidez upon the order of Galinato when he returned to the regional office. Two more notes with similar instructions were given to him on different occasions (Exhibits "N" and "N-1"). The vouchers given to him with the notes were Exhibits "E", "E-1" to "E-3", "E-5" to "E-14", "E-16" to "E-19", "E-22" and "E-23", and Exhibits "F", "F-1" to "F-6", which were all signed by Gabriel, Asporias and Galinato above the printed phrase "Signature of Creditor." He brought the vouchers (Exhibits "E", "E-1" to "E-3", "E-5" to "E-14", "E-16" to "E-19", "E-22" and "E-23") to Bauang Postmaster Aniceto Ramos who signed them and gave him the corresponding amounts of the vouchers, some in cash and some in postal money orders, less Postmaster Ramos' 30% share in each voucher. The rest of the proceeds, amounting to 70% of the face value of the vouchers was turned over by him (Benavidez) to Galinato who gave him (Benavidez) his 10% share and 10% to Gabriel. As to the other vouchers (Exhibits "F", "F-1" to "F-6"), he delivered them to Postmaster Samonte at the Nalinac Beach Post Office. Samonte signed the vouchers and paid him their value, some in plain cash and the others in postal money orders (Exhibits "P", "P-1" to "P-8") less the 30% share of Samonte in each voucher. Some of the postal money orders (Exhibits "P", "P-1" to "P-3", "P-7" and "P-8") were issued in his name (Benavidez) as payee, while Exhibits "P-4" to "P-6" in Galinato's name as the payee, all of these postal money orders were signed by Samonte as "Issuing Employee." All the persons whose names appear as "Remitter" were fictitious. On his return to San Fernando, he delivered the cash and the postal money orders to Galinato who signed those issued in his (Galinato's) name (Exhibits "P-4" to "P-6"). He was instructed by Galinato to cash all the postal money order checks. Galinato then gave him his 10% share. Benavidez further claimed that sometime in May, 1986, accused Samonte and Ramos went to the Regional Office looking for Galinato but failed to meet him because Galinato had been designated Acting Postmaster of Baguio City. Learning this, Ramos and Samonte each prepared a letter

(Exhibits "O" and "O-1") and asked him to deliver to Galinato which he did.

On the other hand, the defense presented petitioner Aniceto Ramos to testify in his behalf. His version is as follows: Sometime in November, 1975, Benavidez presented to him a voucher of Benito Mangawang for P960.00 and a note from Ernesto Ochavez, the Special Disbursing Officer of Region I, urging him to pay the voucher. He paid it to Benavidez who told him that Mangawang was a letter carrier. He met Benavidez again in December, 1975. This time, Benavidez presented to him some more vouchers for payment, followed by still other vouchers the last of which was either in June or July, 1976. These vouchers were Exhibits "E" to "E-23." They were already signed by the creditors when presented to him. Although the payees were not presented, were unknown to him and he knew them to be not assigned in his office, he paid the vouchers to Benavidez in good faith on the strength of the letter of Ochavez and two (2) letters from Constante Galinato (one of them is Exhibit "9-Ramos") handed to him by Benavidez which instructed him to pay the vouchers and enter them in his record of collections. That letter of Ochavez and the other letter of Galinato were taken by District Postal Inspector Natalio Robles. Further bases of his action were the credit advices (Exhibits "8-A" to "8-H-Ramos") he received from the Central Office of the Bureau of Posts which did not disallow any of the previous paid vouchers. About 3 or 4 vouchers were paid in money orders which he entered in his record of collections while the rest were paid in cash duly entered in his record of payments. He did not deduct any amount or receive any share from these vouchers he paid. From November, 1975 to June or July, 1976, his accounts were periodically audited but not one of those vouchers was disallowed. But after the August, 1976 audit of his accounts by Auditor Rodolfo Ramirez, the said vouchers were disallowed. He then sent telegrams to all the creditors/payees in the vouchers asking them to return the payments to him (Exhibits "4" to "4-N-Ramos"). He disowned Exhibit "O", the letter dated May 6, 1976, ascribed to him by Benavidez as not his letter, pointing out that the signature therein is not his. He made several signatures before the Court to show that none matched the signature in aforesaid letter (TSN, February 5, 1981, pp. 43-76).

After trial, the respondent court found accused-appellant together with Constante M. Galinato guilty, the dispositive portion of which reads as follows:

"WHEREFORE, in view of the foregoing, judgment is hereby rendered:

x x x x x x x x

2) In Criminal Case No. 918, finding the accused Aniceto J. Ramos and Constante M. Galinato guilty beyond reasonable doubt as principals of the complex crime of Malversation of Public Funds through Falsification of Public Document, as defined and penalized in Article 217, No. 3, and Article 171, No. 2, in relation to Article 48, all of the Revised Penal Code, without mitigating or aggravating circumstances; and applying the Indeterminate Sentence Law, sentencing each of them to an indeterminate penalty ranging from NINE (9) YEARS, ONE (1) MONTH and ELEVEN (11) DAYS of prision mayor, as minimum, to THIRTEEN (13) YEARS, SEVEN (7) MONTHS and TWENTY (20) DAYS of reclusion temporal, as maximum, to suffer perpetual special disqualification, to pay a fine of P9,720 and to indemnify the Government of the Republic of the Philippines (Bureau of Post) in the same amount of P9,720;

x x x x x x x x."

(Original Record, p. 399; Decision, p. 31)

Petitioner is the only accused-appellant who elevated this case to this Court and raised the following assignment of errors:

I

RESPONDENT COURT ERRED IN GIVING CREDENCE TO THE TESTIMONY OF ERNESTO BENAVIDEZ, AN ACCUSED TURNED STATE WITNESS.

II

RESPONDENT COURT ERRED IN DECLARING THE EXISTENCE OF A CONSPIRACY BETWEEN HEREIN PETITIONER AND THE OTHER ACCUSED.

III

RESPONDENT COURT ERRED IN NOT HAVING RULED THAT PETITIONER HAS ACTED IN GOOD FAITH AND WITHOUT ANY CRIMINAL INTENT.

IV

RESPONDENT COURT ERRED IN FAILING TO DECLARE THAT PETITIONER MERELY OBEYED A LAWFUL ORDER ISSUED BY A SUPERIOR OFFICER.

I.

Petitioner contends that a perusal of the information filed against the accused would readily show that Ernesto Benavidez played a very major and substantial role in the afore-said cases, among which are the following: (a) it was Ernesto Benavidez himself who personally caused the preparations of the alleged spurious vouchers and (b) it was Ernesto Benavidez himself who, in all instances personally collected and received from the postmasters concerned all of the amounts represented by the alleged spurious vouchers. Nonetheless, despite the objection of his co-accused that Benavidez was the most guilty and would, therefore, not qualify as state witness under Rule 119, Section 9(d), the latter was discharged as such, on the ground that the prosecution cannot prove the offenses charged without him.

The discharge of an accused in order that he may be utilized as a state witness is expressly left to the sound discretion of the court. Thus, section 9 of Rule 119, as amended, provides as follows:

"SEC. 9. Discharge of accused to be state witness. - When two or more persons are jointly charged with the commission of any offense, upon motion of the prosecution before resting its case, the court may direct one or more of the accused to be discharged with their consent so that they may be witnesses for the state when after requiring the prosecution to present evidence and the sworn state-ment of each proposed state witness at a hearing in support of the discharge, the court is satisfied that:

- (a) There is absolute necessity for the testimony of the accused whose discharge is requested;
- (b) There is no other direct evidence available for the proper prosecution of the offense committed, except the testimony of said accused;
- (c) The testimony of said accused can be substantially corroborated in its material points;
- (d) Said accused does not appear to be the most guilty;
- (e) Said accused has not at any time been convicted of any offense involving moral turpitude.

Evidence adduced in support of the discharge shall automatically form part of the trial. If the court denies the motion for discharge of the accused as state witness, his sworn statement shall be inadmissible in evidence."

The Court has the exclusive responsibility to see that the conditions prescribed by the rule exist (*People v. Ibanez*, etc., et al., 92 Phil. 936 [1953]). For the law seeks to regulate the manner of enforcement of the regulations in the sound discretion of the court. The grant of discretion in cases of this kind under this provision was not a grant of arbitrary discretion to the trial courts, but such is to be exercised with due regard to the correct administration of justice (*People v. De Atlas*, 28 SCRA 389 [1969]).

It has, however, been ruled that while it is the duty of the trial judge to exercise a sound discretion in conformity with the provisions of the statute, if he fails in the performance of his duty, or errs in the exercise of his discretion in this regard, such error does not relieve from criminal responsibility the guilty participants who are not discharged to be used as witnesses, any more than a similar error in the weighing of the evidence submitted at the trial which results in the acquittal of one of several co-accused, who was in truth and in fact a guilty participant in the crime charged against them, will afford a claim of exemption from criminal liability by the other accused who were properly convicted (*United States v. Abanzado*, 37 Phil. 666 [1918]).

While the discharge of Benavidez as state witness under the circumstances, was not in accordance with Section 9(d), Rule 119, nonetheless, in line with settled rulings and precedents, his testimony has to be admitted. But in accepting the testimony of a co-accused-turned-state witness, this Court is not unmindful of the principle that in such a case, the testimony of the witness should be received with great caution and should be carefully scrutinized (*People v. Gongora*, 8 SCRA 473 [1963]).

Petitioner called attention to the fact that the oral testimony of Benavidez is so replete with inconsistencies and with allegations that are contrary to human nature and experience that they should not have been given credence by the court. Thus, it was pointed out that Benavidez executed three sworn statements dated December 2, 1976; September 8, 1978; and October 28, 1980, the latter reiterated almost verbatim in the oral testimony given to the Tanodbayan; all of which are contradictory with one another; and admitted by the witness himself to be false except the last one given to satisfy the investigator at the particular time who promised to give him immunity from suit. Likewise, it was noted that Benavidez produced several typewritten notes purportedly signed by accused Galinato, who ordered him to deliver the vouchers to Ramos and Samonte, a practice considered absurd and improbable for if indeed there had been a prior arrangement between Galinato Benavidez and postmasters Ramos and Samonte, there would not have been a need for the presentation of said typewritten notes.

There appears to be no dispute that had the Tanodbayan relied solely on the testimony of Benavidez to establish the guilt of appellant, it might have failed to prove the latter's guilt beyond reasonable doubt.

But it will be noted that the testimony of Benavidez was corroborated by the admissions of appellant Aniceto Ramos himself, to wit: (a) that he paid the questioned vouchers when presented to him by Benavidez although they were already signed by the supposed creditors who were not presented to him; (b) that aforesaid creditors were unknown to him and more importantly; (c) that he knew the supposed payees were not assigned to his office, obviously in violation of Circular No. 40, series of 1974 of the Bureau of Posts and Implementing Regional Circular No. 3 of Postal Region I providing that payment of such allowance "shall be made by the Postmaster under whose office said employees x x x are assigned which must be certified in the voucher or payroll... The certification shall include x x x the kind, make and serial number of the motorcycle." (Exhibit "J-1", Rollo, pp. 93-94). Ramos' only excuse is that he paid the vouchers in good faith and on the strength of the letter of Ochavez and two (2) letters from Constante Galinato handed to him by Benavidez, which instructed him to pay the vouchers. However, the provision of Regional Circular No. 3 is explicit and unmistakable. His alleged lack of knowledge thereof is inexcusable, if not improbable considering that the said circular is directly connected with his duties.

Neither can he avail of the defense that none of his previous paid vouchers were disallowed in audit. Aside from the fact that the questioned vouchers were spurious and cannot be legalized by the Central Office, the records show that the credit advices were based on the reports of payment submitted by Ramos without the corresponding vouchers attached, so that the Central Office would not be in a position to determine whether or not the payees are letter carriers assigned to the Bauang Post Office of Ramos (Rollo, pp. 97-98).

Under the circumstances obtaining in the case at bar, corroboration of the testimony of Benavidez by the inculpatory evidence tending to connect and/or implicate Ramos with the offense, is evident. More than that, as found by the Sandigan-bayan, they lend credence to the testimony of Benavidez as to the existence of conspiracy among the accused (Rollo, p. 95).

II.

It has been ruled that the findings of the trial court on the existence of conspiracy should not be disturbed where such findings are not only logical but also because they are based on evidence appearing in the record (*People v. Arhis*, 144 SCRA 691 [1986]).

Similarly, jurisprudence supports the contention that it is not necessary that conspiracy be proved by direct evidence as the same can be inferred from acts of the accused (*People v. Pineda*, 157 SCRA 73 [1988]).

Thus, conspiracy exists where the evidence on record shows that the questioned documents were prepared and processed by the government officials involved in connection with the performance of their official functions and duties and the anomalous transactions could not have been made possible without the connivance of the persons concerned (*Bernabe v. Sandiganbayan*, 160 SCRA 683 [1988]).

As testified by Benavidez, conspiracy was first established at their first meeting at the Symphony Restaurant where Galinato convinced Benavidez to join them in the criminal scheme, their subsequent meetings, the preparation of the fake vouchers and their presentation to the two postmasters Samonte and Ramos, herein petitioner, culminating in the payment of said fake vouchers.

The involvement of Ramos in this conspiracy, is shown by his payment of the questioned vouchers to payees unknown to him and not assigned to his post office, in violation of Circular No. 40, series of 1974 and Regional Circular No. 3 of Postal Region I. The vouchers were presented by Benavidez and honored by Ramos despite their obvious spurious nature, lending credence to the testimony of Benavidez that they were effected in pursuance of a previous arrangement among the accused: Galinato, Samonte and Ramos.

Further confirming aforesaid agreement was the letter of Ramos (Exhibit "O") to Galinato urging Galinato to send him more vouchers. Ramos disowned the signature on the letter and wrote for comparison three (3) specimens, none of which were similar to the questioned signature. The Sandiganbayan, however, found that the questioned signature is similar to Ramos' signatures on the vouchers he admitted he had signed.

In any event, the testimony of Benavidez is duly corroborated by physical evidence such as the vouchers, the instructing notes, the postal money orders, as well as the incriminating letters, all of which persuasively show the criminal conspiracy among the four postal officials.

III.

In general, evil intent must unite with an unlawful act for there to be a crime. Ignorance or mistake as to particular facts, honest and real, will as a general rule, exempt the doer from criminal responsibility. The exception, however, is neglect in the discharge of duty or indifference to consequences, which is equivalent to criminal

intent. The element of malicious intent is supplied by the element of negligence and imprudence (*People v. Pacana*, 47 Phil. 55 [1924]). In the case at bar, the negligence if not criminal intent of appellant in paying the vouchers in question, is beyond question.

IV.

Neither can petitioner be declared as having merely obeyed a lawful order issued by a superior officer; there being a clear violation of Circular No. 40, series of 1974 of the Bureau of Posts, while Galinato, on whose order Ramos supposedly paid the questioned vouchers, was not even his immediate supervisor.

In view of the foregoing considerations, no cogent reason could be found to reverse the findings and conclusion of the Sandiganbayan.

WHEREFORE, the instant petition is Dismissed and the assailed decision of the Sandiganbayan finding herein petitioner guilty beyond reasonable doubt in Criminal Case No. 918 is Affirmed in toto with costs against the petitioner.

SO ORDERED.

Fernan, C.J., (Chairman), Narvasa, Melencio-Herrera, Gutierrez, Jr., Cruz, Paras, Gancayco, Padilla, Sarmiento, Grino-Aquino, Medialdea, and Regalado, JJ., concur.
Feliciano, J., on leave.

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