

ENGR. RICARDO L. SANTILLANO, PETITIONER, VS. PEOPLE OF THE PHILIPPINES, RESPONDENT.

G.R. Nos. 175045-46. March 03, 2010

Ponente: VELASCO JR., J.

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VELASCO JR., J.:

This is an appeal from the October 13, 2006 Decision of the Sandiganbayan entitled *People of the Philippines v. Ecleo, Jr., et al.* (Criminal Case Nos. 24467-24468) and *People of the Philippines v. Ecleo, Jr. and Orejas* (Criminal Case No. 24469), finding petitioner Ricardo Santillano guilty of three counts of violation of Section 3(e) of Republic Act No. (RA) 3019 or the Anti-Graft and Corrupt Practices Act.

Santillano was charged along with three others in the following Informations:

Criminal Case No. 24467

That on or about the period September 23, 1991 to March 4, 1993, or sometime prior or subsequent thereto, in the municipality of San Jose, Surigao del Norte, Philippines and within the jurisdiction of this Honorable Court, accused Ruben B. Ecleo, Jr., Arsenia N. Orejas and Anadelia N. Navarra, all public officers being then the Municipal Mayor, Municipal Treasurer and Municipal Planning and Development Coordinator and designated Municipal Engineer, respectively, of San Jose, Surigao del Norte, with salary grades below 27, except for accused Ecleo with salary grade 27 and therefore a high ranking officer; while in the discharge of their official duties and functions, in conspiracy with accused Ricardo L. Santillano, proprietor of PBMA Builders, San Jose, Surigao del Norte, through manifest partiality, evident bad faith or gross inexcusable negligence, did then and there, willfully, unlawfully, and criminally, cause the approval and release of funds in the total amount of P4,008,005.00 as payment to accused Ricardo L. Santillano for the construction of a public market, despite the fact that the project accomplishment was only equivalent to P3,563,247.83 thereby giving unwarranted benefits, advantage or preference to Ricardo L. Santillano and causing undue injury to the government in the total amount of P444,575.17.

CONTRARY TO LAW.[1]

Criminal Case No. 24468

That on or about the period June 21, 1993 to July 22, 1993, or sometime prior or subsequent thereto, in the municipality of San Jose, Surigao del Norte, Philippines and within the jurisdiction of this Honorable Court, accused Ruben B. Ecleo, Jr., Arsenia N. Orejas, and Anadelia N. Navarra, all public officers, being then the Municipal Mayor, Municipal Treasurer, and Municipal Planning and Development Coordinator and designated Municipal Engineer, respectively, of San Jose, Surigao del Norte, with salary grades below grade 27, except for accused Ecleo with salary grade 27 and therefore a high ranking officer; while in the discharge of their official duties and functions, in conspiracy with accused Ricardo L. Santillano, proprietor of PBMA Builders, San Jose, Surigao del Norte, through manifest partiality, evident bad faith or gross inexcusable negligence, did then and there, willfully, unlawfully and criminally, cause the approval and release of funds in the total amount of P3,949,664.00 as payment to accused Ricardo L. Santillano for the construction of a municipal building,

despite the fact that the contract price was only P3,684,575.00, and despite the fact that the project accomplishment was only 37.38% or equivalent to P1,437,024.30, thereby giving unwarranted benefits, advantage or preference to Ricardo L. Santillano and causing undue injury to the government in the total amount of P2,412,639.70.

CONTRARY TO LAW.[2]

Criminal Case No. 24469

That on or about the year 1994, or sometime prior or subsequent thereto, in the municipality of San Jose, Surigao del Norte, Philippines and within the jurisdiction of this Honorable Court, accused Ruben B. Ecleo, Jr., and Arsenia N. Orejas, all public officers, being then the Municipal Mayor with salary grade above grade 27, and Municipal Treasurer, with salary grade below 27, respectively of San Jose, Surigao del Norte; while in the discharge of their official duties and functions, in conspiracy with one another, through manifest partiality, evident bad faith or gross inexcusable negligence, did then and there, willfully, unlawfully and criminally, cause the approval and release of funds in the total amount of P300,000.00 for the repair and rehabilitation of a building owned by the PBMA Women's League, a private organization, thereby giving unwarranted benefits, advantage or preference to the PBMA Women's League and causing undue injury to the government in the total amount of P300,000.00.

CONTRARY TO LAW.[3]

At the arraignment on August 16, 1998, only Ruben Ecleo, Jr. and Anadelia Navarra appeared. They pleaded not guilty to all the charges against them.

Santillano surrendered to the trial court while the defense was presenting evidence at the ensuing trial. He was arraigned on December 6, 1999 under the Informations covering Criminal Case Nos. 24467 and 24468. He entered a plea of not guilty and the proceedings against Ecleo, Jr. and Navarra were held in abeyance.[4] A joint trial was subsequently ordered by the trial court.

The prosecution had for its witnesses State Auditors Carlo Miagao Galenzoga and Marcos Torralba of the Commission on Audit (COA). Based on their testimonies, it was established that in 1994, a request for audit was addressed to the COA by a San Jose, Surigao del Norte Sangguniang Bayan member by the name of Leo Durano. A special audit team was formed to investigate irregularities committed in violation of COA rules. It was composed of State Auditors Torralba, Galenzoga, and Victor Azote.[5]

An examination of the books, records, and related documents of the municipality of San Jose, Surigao del Norte was undertaken. At the time of the investigation, the municipality was headed by Mayor Ecleo, Jr. Arsenia Orejas was the municipal treasurer, while Navarra was the municipal planning and development coordinator. An ocular inspection of infrastructure projects such as the public market, a municipal building, and a guest house was likewise made. The team reported its findings in an audit report submitted to the COA Regional Office, as follows:

(1) Public market. The construction was undertaken by a contractor, Philippine Benevolent Missionaries Association (PBMA) Builders, represented by Santillano under a negotiated contract involving three phases (Phases II to IV). Phase I had earlier been directly carried out by the municipality at a cost of PhP 346,639. The rates for the remaining phases were:

Phase II: PhP 1,469,500

Phase III: PhP 1,274,000

Phase IV: PhP 1,300,000

Total: PhP 4,043,500

Santillano submitted programs of work detailing the project's costs and expenses. He submitted billings and included the progress of the construction. Navarra certified that she inspected the implementation of the project and that the progress of the work as certified by Santillano was correct. Navarra and Ecleo, Jr. both consequently recommended payment be made to Santillano. Additionally, Ecleo, Jr. made requests for obligation of allotment and ordered and approved disbursements of funds for payment of billings from Santillano. Orejas certified to the availability of funds, and payment was made to Santillano amounting to PhP 4,008,005, evidenced by PBMA Builders official receipts.

According to State Auditor Galenzoga, an inspection of the project site revealed discrepancies between what was declared in project documents and the actual status of the structures. There were items of work that were included in the contract but not actually executed. It was found out that some items constructed were not part of the contract and would have needed a supplemental contract to be valid. Santillano also claimed payment for items under Phase II that were not included in the contract. A comparative cost analysis yielded an overpricing of PhP 444,757.17 of the project cost.[6]

(2) Municipal building. The construction of the municipal building was also awarded to PBMA Builders per contract for two phases, negotiated as follows:

Phase I: PhP 1,119,575
Phase II: PhP 2,565,000
Total: PhP 3,684,575

Navarra, however, estimated the individual program of work for Phase I at PhP 2,051,387.55. As with the public market project, Ecleo, Jr. and Navarra approved Santillano's billing for the construction. Requests for obligation of allotment were prepared by Ecleo, Jr., which was followed by Orejas' certification of availability of funds. The mayor then signed and approved the disbursement vouchers for payments to be made to Santillano via checks. Santillano acknowledged payment through PBMA official receipts. The total payment made amounted to PhP 3,849,664, of which the audit team noted an overpayment of PhP 165,089.[7]

An ocular inspection of the municipal building made the audit team conclude that contrary to the reported accomplishment rate of 100%, only 37.33% of the construction was actually finished. Payment had been made on activities that had not yet been started. The comparative cost analysis prepared by Galenzoga showed that the cost of the project was PhP 1,437,024.30, which meant that there was an overpayment of PhP 2,412,639.70.

(3) Municipal guest house. The special audit team also discovered an allotment of PhP 300,000 from the Countrywide Development Fund for the repair and rehabilitation of the municipality's guest house. A cash advance for the said amount was approved by Ecleo, Jr. given to Navarra for the expenses of the project. State Auditor Torralba learned, however, that the funds were not spent for the repair of the municipal guest house but that of a private building owned by PBMA. Records with Orejas as well as a ledger of fixed assets disclosed that the municipality did not even have its own guest house.

The defense proffered alibi and denial in claiming innocence. Navarra testified that in January 1991, she was a municipal project development assistant. Her position, she reasoned, showed that she had no responsibility to sign official documents. Her leave of absence from July to November 1991 also foreclosed any opportunity for her to sign the certificates of work for Phases II to IV of the construction of the public market. She claimed that her signatures on the certificates had been forged. She did, however, admit that she signed the programs of work, certificates of work, and disbursement vouchers for the construction of the municipal building.[8]

Ecleo, Jr. denied the charges against him by claiming that he signed the pertinent documents in good faith as he relied on Navarra's certification. He admitted indorsing Santillano's request for a supplemental contract and

recommended its approval. He also added that the vice-mayor was acting mayor for a time and he signed collection requests and disbursement vouchers also based on Navarra's certification of the necessity and lawfulness of the expenses incurred.

Ecleo, Jr. buttressed his claim of innocence by saying that he recommended the immediate prosecution of Santillano when the audit team finished its findings. He stated that the San Jose Sangguniang Bayan passed Resolution No. 30, Series of 1995 in order to file a civil case against Santillano. He represented the municipal government of San Jose, Surigao del Norte in its civil case for breach of contract and damages against Santillano. A compromise agreement was allegedly reached, with Santillano acknowledging PhP 2,856,396.87. The Regional Trial Court of Surigao City rendered judgment on the basis of the said agreement.[9]

Santillano testified that when PBMA Builders started work on Phase II of the public market, they had to relocate the site as it was too close to the sea and could get flooded in high tide. The relocation purportedly had the approval of the municipal development and planning coordinator. He asserted that the variance between the audit's valuation of both the public market project and the municipal building and what he actually received was justified because of the additional work done on Phase I. He invoked Presidential Decree No. (PD) 1594 in explaining the excess in expense, as the said law allowed adjustments in billings by as much as 25%.[10] He likewise justified collecting additional amount of PhP 165,089 for the construction of the municipal building by saying that it was approved by the municipal planning and development coordinator.[11]

On the matter of the compromise agreement between him and the municipality of San Jose, Santillano denied entering into one and said he never admitted to any liability. He stated that he even filed a petition with the Court of Appeals to nullify the judicially-approved compromise agreement.

Deciding against Santillano, the Sandiganbayan found that all the elements of the offense charged were present in the three cases on appeal. In Criminal Case No. 24467 (construction of public market), it found the prosecution's evidence sufficient to show that: (1) Ecleo, Jr. entered into contracts with Santillano for Phases II to IV of the project; (2) Ecleo, Jr. and Navarra approved and released funds to Santillano worth PhP 4,008,005; and (3) there was an overpayment of PhP 444,575.17 to Santillano.

In Criminal Case No. 24468 (construction of municipal building), the evidence adduced showed that: (1) Ecleo, Jr. entered into an agreement with Santillano for the construction of a municipal building for PhP 3,684,575; (2) payments approved and released by Ecleo, Jr. and Navarra amounted to PhP 3,849,664; and (3) there was an overpayment of PhP 2,412,639.70.

In Criminal Case No. 24469 (repair and rehabilitation of municipality guest house), it was adequately shown that: (1) funds amounting to PhP 300,000 were approved by Ecleo, Jr. and Orejas for the repair of the municipality guest house; (2) the funds were actually used for the guest house of a private building owned by PBMA; and (3) in reality the municipality did not have a guest house. The appellate court, however, ruled that there was not enough evidence showing that Orejas conspired with Ecleo, Jr. to use public funds for the repair of a private building.

The Sandiganbayan rejected the argument of Santillano that he was justified in collecting additional payments because of additional work he undertook. The law he invoked, PD 1594, requires the government to direct the performance of additional works through written orders and within limits set within the contract. The Sandiganbayan noted that Santillano's authority to undertake additional work per his testimony was merely verbal. On Santillano's claim that the state auditor was not qualified to estimate the projects' cost analysis, the Sandiganbayan held that the audit team's conclusions were based on substantial evidence; therefore, it upheld the principle that factual findings of administrative agencies are generally respected and given finality.

On October 13, 2006, the Sandiganbayan made a Decision, the dispositive portion of which reads:

WHEREFORE, judgment is rendered in the following:

(1) In Criminal Case No. 24467, the Court finds the accused Ruben B. Ecleo, Jr., Anadelia Naluan Navarra and Ricardo L. Santillano GUILTY beyond reasonable doubt of violation of Section 3(e) of Republic Act No. 3019 and they are each sentenced to suffer the penalty of imprisonment of six (6) years and one (1) month to ten (10) years and six (6) months. In addition, they shall each suffer the penalty of perpetual disqualification from public office. They are likewise ordered to return, jointly and solidarily, to the municipality of San Jose, Surigao del Norte the amount of P444,575.17.

(2) In Criminal Case No. 24468, the Court finds the accused Ruben B. Ecleo, Jr., Anadelia Naluan Navarra and Ricardo L. Santillano GUILTY beyond reasonable doubt of violation of Section 3(e) of Republic Act No. 3019 and they are each sentenced to suffer the penalty of imprisonment of six (6) years and one (1) month to ten (10) years and six (6) months. In addition, they shall each suffer the penalty of perpetual disqualification from public office. They are likewise ordered to return, jointly and solidarily, to the municipality of San Jose, Surigao del Norte the amount of P2,412,639.70.

(3) In Criminal Case No. 24469, the Court finds the accused Ruben B. Ecleo, Jr., GUILTY beyond reasonable doubt of violation of Section 3(e) of Republic Act No. 3019 and he is hereby sentenced to suffer the penalty of imprisonment of six (6) years and one (1) month to ten (10) years and six (6) months and to suffer perpetual disqualification from public office.

Considering that accused Arsenia Orejas, who is charged in Criminal [Case Nos.] 24467-24469, has not been brought to the jurisdiction of this Court to answer the charges herein, let warrant of arrest issue against her.

The cash bonds posted by accused Ruben Ecleo, Jr. and Anadelia Naluan Navarra are hereby ordered cancelled in view of their conviction.

SO ORDERED.[12]

Thus, on October 27, 2006, Santillano filed the instant petition.

On December 4, 2006, this Court issued a Resolution[13] requiring Santillano to submit the following: (1) a statement of material dates showing when notice of the assailed judgment was received, pursuant to Sections 4(b) and 5, Rule 45 in relation to Sec. 5(d), Rule 56 of the Rules of Court; and (2) proof of service of the petition on the lower court concerned pursuant to Sec. 5(d), Rule 56 and Sec. 13, Rule 13 of the Rules.

On February 5, 2007, the People, through the Office of the Special Prosecutor, filed its Comment on the Petition.

On February 28, 2007, this Court required Santillano to file a reply to the People's Comment. Santillano filed his Reply on May 15, 2007.

Santillano raised the issue of:

WHETHER THE DECISION OF THE SANDIGANBAYAN PROMULGATED ON OCTOBER 13, 2006 IS CONTRARY TO LAW BECAUSE PETITIONER-ACCUSED ENGR. RICARDO L. SANTILLANO IS A PRIVATE PERSON AND NOT A PUBLIC OFFICER

Our ruling is to deny the appeal.

In the procedural aspect of the petition, Santillano failed to complete the requirements of a petition under Rule 45, despite our resolution requiring him to submit a statement of material dates and proof of service of the petition on the Sandiganbayan. The aforementioned requirement on proof of service may be found under Supreme Court Circular No. 19-91 dated August 13, 1991, which states:

2. Form and Service of Petition. --

A petition filed under Rule 45, or under Rule 65, or a motion for extension may be denied outright if it is not clearly legible, or there is no proof of service on the lower court, tribunal, or office concerned and on the adverse party in accordance with Sections 3, 5 and 10 of Rule 13, attached to the petition or motion for extension when filed.

Effective September 15, 1991, henceforth, a petition or motion for extension filed before this Court shall be dismissed/denied outright if there is no such proof of service in accordance with Sections 3 and 5 in relation to Section 10 of Rule 13 of the Rules of Court attached to the petition/motion when filed. (Emphasis supplied.)

The People, through the Office of the Special Prosecutor, observed in its Comment[14] on the Petition, "Verily, Petitioner fatally failed to implead the Court a quo (Sandiganbayan) and to serve a copy of his Petition to the said court."

While the Rules of Court does not require that the lower court be impleaded, proof of service of the petition on the lower court is mandated. The People, thus, correctly maintains that service of the petition upon the Sandiganbayan should have been made.

There have been exceptional cases where we have set aside procedural defects to correct a patent injustice. To justify a relaxation of the Rules, however, there should be an effort on the part of the party invoking liberality to at least explain its failure to comply with the Rules.[15] Jurisprudence holds that the utter disregard of the Rules cannot be justified by harking to substantial justice and the policy of liberal construction of the Rules. Technical rules of procedure are not meant to frustrate the ends of justice. Rather, they serve to effect the proper and orderly disposition of cases and, thus, effectively prevent the clogging of court dockets.[16]

In the instant case, while Santillano filed a Reply to the Comment of the Special Prosecutor, no explanation whatsoever was made on why he failed to comply with the requirements on material dates and proof of service. The Reply tackled substantial matters, but did not touch on why no compliance was made with regard to proof of service. We, thus, find no reason to give due course to the present petition.

But even if we entertain the petition, we must still affirm the conviction of Santillano.

Santillano claims that the Sandiganbayan added an element to the crime charged. The Sandiganbayan allegedly added the phrase "or a private person charged in conspiracy with the public officer" to the law in order to have a legal basis in holding him liable. The assertion completely lacks merit.

The relevant provision of RA 3019 states:

Section 3. Corrupt practices of public officers.--In addition to acts or omissions of public officers already penalized by existing law, the following shall constitute corrupt practices of any public officer and are hereby declared to be unlawful:

x x x x

(e) Causing any undue injury to any party, including the Government, or giving any private party any unwarranted benefits, advantage or preference in the discharge of his official administrative or judicial functions through manifest partiality, evident bad faith or gross inexcusable negligence. This provision shall apply to officers and employees of offices or government corporations charged with the grant of licenses or permits or other concessions. x x x

While the afore-quoted provision does not contain a reference to private individuals, it must be read in conjunction with the following sections also of RA 3019:

Section 4. Prohibition on private individuals.--

x x x x

(b) It shall be unlawful for any person knowingly to induce or cause any public official to commit any of the offenses defined in Section 3 hereof.

Section 9. Penalties for violations.--(a) Any public officer or private person committing any of the unlawful acts or omissions enumerated in Sections 3, 4, 5 and 6 of this Act shall be punished with imprisonment for not less than one year nor more than ten years, perpetual disqualification from public office, and confiscation or forfeiture in favor of the Government of any prohibited interest and unexplained wealth manifestly out of proportion to his salary and other lawful income. (Emphasis supplied.)

Clearly, the law punishes not only public officers who commit prohibited acts enumerated under Sec. 3, but also those who induce or cause the public official to commit those offenses. This is supported by Sec. 9, which includes private persons as liable for violations under Secs. 3, 4, 5, and 6.

Santillano's argument echoes the issue raised in *Go v. Fifth Division, Sandiganbayan*,^[17] where the appellant was also a private person. Affirming his conviction, we held that appellant's assertion was at odds with the policy and spirit behind RA 3019, which was "to repress certain acts of public officers and private persons alike which constitute graft or corrupt practices or which may lead thereto."^[18] Go went on to explain:

The fact that one of the elements of Section 3(g) of RA 3019 is "that the accused is a public officer" does not necessarily preclude its application to private persons who, like petitioner Go, are being charged with conspiring with public officers in the commission of the offense thereunder.

Go, citing *Luciano v. Estrella*,^[19] *Singian, Jr. v. Sandiganbayan*,^[20] and *Domingo v. Sandiganbayan*, laid to rest the debate on a private person's culpability in cases involving RA 3019 by unequivocally stating that private persons found acting in conspiracy with public officers may be held liable for the applicable offenses found in Sec. 3 of the law.

Santillano argues too that there was no evidence that he conspired with his co-accused. He cites as basis the Sandiganbayan's statement that there was no proof of actual agreement among the accused to commit violations of RA 3019.

Proof of conspiracy need not be direct or actual. Indeed, prosecutors would be hard-pressed to secure a conviction for those charged under RA 3019 if direct evidence were required to be established. Rule 133 of the Rules of Court on circumstantial evidence applies to this case. It states:

SEC. 4. Circumstantial evidence, when sufficient.--Circumstantial evidence is sufficient for conviction if:

- (a) There is more than one circumstance;
- (b) The facts from which the inferences are derived are proven; and
- (c) The combination of all the circumstances is such as to produce a conviction beyond reasonable doubt.

A judgment of conviction based on circumstantial evidence can be upheld only if the circumstances proved constitute an unbroken chain that leads to one fair and reasonable conclusion pointing to the accused, to the exclusion of all others, as the guilty person, that is, the circumstances proved must be consistent with each other, consistent with the hypothesis that the accused is guilty, and at the same time inconsistent with any other hypothesis except that of guilty.^[21]

In petitioner's case, the finding of conspiracy is not unfounded. In all three criminal cases, the prosecution was able to establish that Ecleo, Jr. and Navarra approved of overpayments made to Santillano. The Sandiganbayan

did not give much weight to their weak defense of alibi. What is more, it correctly ruled that the doctrine in *Arias v. Sandiganbayan*[22] could not be used by Ecleo, Jr. to escape liability, as the documents he had to approve were not so voluminous so as to preclude him from studying each one carefully. On the contrary, if he had the best interest of his constituents in mind, he should have examined all the project documents, as a good deal of taxpayers' money was involved. Navarra's alibi was also not enough to acquit her. She was not precluded from signing the documents relating to the subject projects while she was on leave. She also did not establish any proof that her signatures were forged. Worse, both Ecleo, Jr. and Navarra were parties to an agreement that approved disbursement of funds for a bogus municipal guest house and they could not come up with a plausible justification for such a gaffe.

Santillano, on the other hand, was indisputably on the receiving end of the overpayments and even issued receipts for them. He was unable to justify the excessive payments by showing a written agreement with the municipality pursuant to the Implementing Rules and Regulations of PD 1594. All these undeniable circumstances lead to the logical conclusion that all three accused acted in a concerted effort to, as the Sandiganbayan put it, deprive the government of its much-needed funds.

Also worthy to note is the futile attempt of Ecleo, Jr. to evade liability by initiating a suit against Santillano in 1995. The case was allegedly settled through a compromise agreement covering PhP 2,856,396.87, but Santillano denied being a party to it. It appears that Ecleo, Jr. sought to cover up his role in the irregular disbursement of government funds by trying to belatedly have Santillano prosecuted. We agree with the Sandiganbayan that this only proved that the audit team correctly made a finding of overpayment, a finding Ecleo, Jr. could not dispute.

The factual findings of the Sandiganbayan are conclusive on this Court, subject to established exceptions, among them: (1) the conclusion is a finding grounded entirely on speculations, surmises, and conjectures; (2) the inference made is manifestly mistaken; (3) there is grave abuse of discretion; (4) the judgment is based on misapprehension of facts; and (5) the findings of fact of the Sandiganbayan are premised on the absence of evidence and are contradicted by evidence on record.[23] None of these exceptions being present, we affirm the appealed judgment.

On the penalty imposed, RA 3019 lays down the penalty for a violation committed under its Secs. 3, 4, 5, and 6. To recapitulate:

Section 9. Penalties for violations.--(a) Any public officer or private person committing any of the unlawful acts or omissions enumerated in Sections 3, 4, 5 and 6 of this Act shall be punished with imprisonment for not less than one year nor more than ten years, perpetual disqualification from public office, and confiscation or forfeiture in favor of the Government of any prohibited interest and unexplained wealth manifestly out of proportion to his salary and other lawful income.

We find the penalty imposed in all three criminal cases within that prescribed by law. The Sandiganbayan was correct in applying Sec. 1 of the Indeterminate Sentence Law. Said law provides that in offenses punishable by a law, other than the Revised Penal Code, the maximum term of the penalty should "not exceed the maximum fixed by said law and the minimum (should) not be less than the minimum term prescribed by the same." [24]

WHEREFORE, the appeal is DENIED. The Decision of the Sandiganbayan in Criminal Case Nos. 24467 to 24469 finding Ricardo L. Santillano guilty of three counts of violation of Sec. 3(e), RA 3019 is AFFIRMED.

SO ORDERED.

Corona, (Chairperson), Brion,[*] Bersamin,[*][*] and Mendoza, JJ., concur.

[*] Additional member per June 17, 2009 raffle.

[**]Additional member per February 10, 2010 raffle.

[1] Rollo, p.24.

[2] Id. at 24-25.

[3] Id. at 25.

[4] Id. at 26.

[5] Id. at 27.

[6] Id. at 28.

[7] Id. at 29.

[8] Id. at 31.

[9] Id. at 32-33.

[10] Id. at 34.

[11] Id. at 35.

[12] Id. at 49-50. Penned by Associate Justice Diosdado M. Peralta (now a member of this Court) and concurred in by Presiding Justice Teresita J. Leonardo-De Castro (now a member of this Court) and Associate Justice Gregory S. Ong.

[13] Id. at 53.

[14] Id. at 63.

[15] Cirineo Bowling Plaza, Inc. v. Sensing, G.R. No. 146572, January 14, 2005, 448 SCRA 175, 185.

[16] Ferrer v. Villanueva, G.R. No. 155025, August 24, 2007, 531 SCRA 97.

[17] G.R. No. 172602, April 13, 2007, 521 SCRA 270.

[18] Sec. 1.

[19] 145 Phil. 448 (1970).

[20] G.R. Nos. 160577-94, December 16, 2005, 478 SCRA 348.

[21] Mangangay v. Sandiganbayan, G.R. Nos. 147773-74, February 18, 2008, 546 SCRA 51.

[22] G.R. No. 81563, December 19, 1989, 180 SCRA 309.

[23] Pareño v. Sandiganbayan, G.R. Nos. 107119-20 & 108037-38, April 17, 1996, 256 SCRA 242.

[24] Fonacier v. Sandiganbayan, G.R. No. 50691, December 5, 1994, 238 SCRA 655.

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