



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

LEO I. GERUNDA,
Petitioner,

G.R. No. 261084

Present:

LEONEN, J., *Chairperson*,
LAZARO-JAVIER,
LOPEZ, M.,
LOPEZ, J., and
KHO, JR., *JJ.*

- versus -

PEOPLE OF THE PHILIPPINES,
Respondent.

Promulgated:

AUG 07 2023

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DECISION

LOPEZ, J., *J.*:

This Court resolves the Petition for Review on *Certiorari*¹ filed by Leo I. Gerunda (*Gerunda*), seeking to reverse and set aside the Decision² and Resolution³ of the Court of Appeals (*CA*). The assailed Decision affirmed with modification the Judgment⁴ of the Regional Trial Court (*RTC*) and found Gerunda guilty beyond reasonable doubt of the crime of direct bribery as an accomplice, while the assailed Resolution denied Gerunda's Motion for Reconsideration.

¹ *Rollo*, pp. 11–24.

² *Id.* at 26–38. The November 22, 2019 Decision in CA-G.R. CR No. 02892 was penned by Associate Justice Carlito B. Calpatura, and concurred in by Associate Justices Gabriel T. Ingles and Marilyn B. Lagura-Yap of the Court of Appeals, Special Nineteenth Division, Cebu City.

³ *Id.* at 40–42. The November 17, 2021 Resolution in CA-G.R. CR No. 02892 was penned by Associate Justice Marilyn B. Lagura-Yap, and concurred in by Associate Justices Gabriel T. Ingles and Bautista G. Corpin, Jr. of the Court of Appeals, Special Former Special Nineteenth Division, Cebu City.

⁴ The October 4, 2016 Judgment in Criminal Case No. 2014-22030 was rendered by Regional Trial Court, Branch 38, Dumaguete City. (not attached)

Gerunda and Atty. Aurelio M. Diamante, Jr. (*Atty. Diamante*) were charged with direct bribery based on the following Information, thus:

That on or about the 13th day of September 2012, and for [some time] prior and subsequent thereto, in the City of Dumaguete, Philippines, and within the jurisdiction of this Honorable Court, above-named accused ATTY. AURELIO M. DIAMANTE, Jr. and LEO I. GERUND[A], both public officers, being then the Regist[er] of Deed and Administrative Aid[e] III, respectively, of the Province of Negros Oriental in Dumaguete City, and as such [are] tasked to act on applications for the issuance of certificate of titles, on real properties, in such capacity and committing the offense in relation to office, taking advantage of their official functions, conspiring and confederating with each other, with deliberate intent, with intent to gain, did then and there willfully, unlawfully and feloniously and directly demand and receive the amount of FIFTY THOUSAND PESOS ([PHP] 50,000.00), Philippine Currency, from one ATTY. FEDERICO C. CABILAO, JR., with the promise that in consideration of said amount, accused would immediately issue a certificate of title over lot 767 situated in the Municipality of Sibulan, Negros Oriental, which is the official duty of respondents to do, in connection with the performance of their official duties as Regist[er] of Deeds and Administrative Aid[e] III, respectively, of the Office of the Regist[er] of Deeds of the Province of Negros Oriental in Dumaguete City, thereby accepting the amount of [PHP] 50,000.00 to the damage and prejudice of Atty. Federico C. Cabilao, Jr. and the public service.

CONTRARY TO LAW.⁵

During the arraignment, both Gerunda and Atty. Diamante pleaded “not guilty” to the offense charged. Following the pretrial proceedings, the case proceeded to trial on the merits.⁶

The prosecution narrated that on September 6, 2012, Atty. Federico C. Cabilao, Jr. (*Atty. Cabilao*), the legal counsel of Toyota Motors Cebu (*Toyota*), went to the Registry of Deeds of the Province of Negros Oriental to process the issuance of a second owner’s copy of a lost title over a parcel of land purchased by Toyota.⁷

Being an acquaintance, Atty. Cabilao approached Gerunda, who is an employee at the Registry of Deeds. Gerunda then introduced Atty. Cabilao to Atty. Diamante, who was then serving as the Acting Registrar of the Registry of Deeds of the Province of Negros Oriental.⁸

On September 12, 2012, Atty. Cabilao had a meal with Atty. Diamante, during which the latter disclosed his need of a service vehicle. Atty. Diamante then inquired whether Atty. Cabilao could assist him in procuring one from

⁵ *Id.* at 27.

⁶ *Id.*

⁷ *Id.* at 27–28.

⁸ *Id.* at 28.

Toyota. Atty. Cabilao promptly contacted the sales office of Toyota to inquire about viable payment arrangements for the purchase of a Toyota Vios.⁹

Following this, Atty. Cabilao proceeded to inform Atty. Diamante that the downpayment for a Toyota Vios was PHP 151,000.00. At this, Atty. Diamante expressed his inability to afford such an amount. Instead, he offered a lower sum of PHP 100,000.00.¹⁰

At this, Atty. Cabilao proposed that he would cover the remaining balance of PHP 51,000.00, subject to the condition that Atty. Diamante would facilitate the transfer of the certificate of title.¹¹ During that period, Atty. Cabilao was already in the midst of processing the transfer of the certificate of title to the name of Toyota.¹²

The next day, Atty. Cabilao sent a text message to Atty. Diamante inquiring about the status of the transfer of the certificate of title. The latter, in turn, replied with a text message asking, “*kumusta na vios ko?*” Atty. Cabilao countered by asking if he could obtain the new certificate of title that day, but Atty. Diamante replied that he would only release the certificate if the owner of Toyota called him.¹³

On September 14, 2012, Atty. Cabilao transmitted the sum of PHP 50,000.00 to Gerunda, with the intention of giving the money to Atty. Diamante. Atty. Cabilao explicitly instructed Gerunda not to release the funds until he had verified that the title had already been signed by Atty. Diamante.¹⁴

Upon learning from Gerunda that the title had not yet been signed by Atty. Diamante, Atty. Cabilao directed Gerunda to return the funds, which the latter promptly did on September 15, 2012.¹⁵

Following a series of text messages, Atty. Cabilao again inquired from Atty. Diamante about the status of the requested title on September 20, 2012. Atty. Diamante assured Atty. Cabilao that it would be released before September 21, 2012. Atty. Diamante then sent another text message to Atty. Cabilao, which reads: “*Bigay mo na kay [Gerunda] and sabi mo ngayon na wag mo ipitin.*”¹⁶

On the same day, Atty. Cabilao once more transmitted the sum of PHP 50,000.00 to Gerunda. Upon receipt, Gerunda handed the sum of money to

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.* at 28–29.

¹⁶ *Id.* at 29.

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Atty. Diamante. Atty. Cabilao then sought updates on the issuance of the certificate of title, but Atty. Diamante failed to issue the certificate, citing incomplete documents as the reason for the delay.¹⁷

Atty. Cabilao sent a text message to Atty. Diamante asking whether the latter had deceived him into sending the funds without first signing the certificate of title. Atty. Diamante then replied that, "*I did not say I will sign blindly hindi ako gago gaya ng taga BIR. ok ka lang, di ko ginalaw pera mo [na] kay cimafranca nbi head.*"¹⁸

In the end, the certificate of title was never signed by Atty. Diamante. Instead, it was signed by his successor, which only happened after Atty. Cabilao took the initiative to process it again.¹⁹

In his defense, Atty. Diamante denies receiving the sum of money and asserts that Atty. Cabilao attempted to bribe him by leaving the money in an envelope on his table, which he declined to accept. Atty. Diamante maintains that Atty. Cabilao recovered the money upon his refusal to receive it. Additionally, Atty. Diamante disputes the authenticity of the purported text messages presented by the prosecution.²⁰

In contrast, Gerunda admitted that Atty. Cabilao transmitted to him PHP 50,000.00, which he personally delivered to Atty. Diamante. Gerunda claimed that he was simply obeying orders and had no other alternative, as Atty. Diamante was his superior, while Atty. Cabilao is a friend of the Regional Director of the Registry of Deeds.²¹

The RTC found both Atty. Diamante and Gerunda guilty of direct bribery. The dispositive portion of the Decision reads:

WHEREFORE, in view of all the foregoing, the court finds accused ATTY. AURELIO M. DIAMANTE, JR. and LEO I. GERUNDA, GUILTY beyond reasonable doubt of the crime of DIRECT BRIBERY defined and penalized under Paragraph Two (2) of Article 210 of the Revised Penal Code and hereby sentences both accused to suffer the Indeterminate sentence of One (1) Year One[,] (1) Month, and Eleven days of *Prision Correccional*[,] as MINIMUM[,] to Two (2) Years, Eleven (11) months, and Eleven (11) days of *Prision Correccional*[,] as MAXIMUM. The period of detention of the accused shall be counted in the service of their sentence. Both accused shall suffer Special Temporary Disqualification.

Both accused are hereby ordered to pay a fine of One Hundred Ten Thousand Pesos ([PHP] 110,000.00) each and likewise ordered to pay the

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.* at 29–30.

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private complainant solidarily the amount of Fifty Thousand Pesos ([PHP] 50,000.000) Pesos representing civil liability.

SO ORDERED.²²

After examining the prosecution's evidence, the RTC concluded that there was an implied conspiracy between Atty. Diamante and Gerunda to commit the crime of direct bribery and, thus, convicted both as co-principals.

Gerunda appealed to the CA.

In its Decision,²³ the CA upheld Gerunda's conviction, but it lowered his criminal liability from a co-principal of direct bribery to that of an accomplice, the dispositive portion of which provides:

WHEREFORE, premises considered, the instant appeal is **DENIED**. The assailed Judgment dated October 4, 2016 of the Regional Trial Court, Branch 38, Dumaguete City, Seventh Judicial Region, in Criminal Case No. 2014-22030, is **AFFIRMED with the MODIFICATION** [in] that accused-appellant Leo I. Gerunda is held guilty of the crime of Direct Bribery as an accomplice. Accordingly, he is hereby sentenced to an indeterminate prison term of 4 months of *arresto mayor*, as minimum, to 1 year, 8 months of *prision correccional*, as maximum. He is further ordered to pay a fine in the amount of Thirty[-]Three Thousand Pesos ([PHP] 33,000.00).

No costs.

SO ORDERED.²⁴ (Emphasis in the original)

According to the CA, the prosecution was unable to prove the existence of conspiracy that would make Gerunda liable as a co-principal for direct bribery. However, such failure would not absolve Gerunda from criminal liability as he could still be held accountable as an accomplice. After evaluating the prosecution's evidence, the CA was convinced of Gerunda's culpability as an accomplice and, accordingly, found him guilty.²⁵

Hence, this Petition.

Gerunda mainly contends that: (1) the Information is fatally defective as it does not contain the ultimate facts alleging the specific acts to hold him guilty as an accomplice; and (2) the requisites to hold him liable as an

²² *Id.* at 30.

²³ *Id.* at 26–38. The CA also noted that the Judgment dated October 4, 2016 of the RTC had become final and executory as to Atty. Aurelio M. Diamante, Jr. on December 2, 2016, as per Entry of Judgment dated January 4, 2017.

²⁴ *Id.* at 38.

²⁵ *Id.* at 36–37.

accomplice are wanting. Thus, Gerunda insists that he is entitled to an acquittal.

The sole issue for this Court's resolution is whether the CA erred in ruling that Leo I. Gerunda is guilty of the crime of direct bribery as an accomplice.

This Court's Ruling

The Petition is bereft of merit.

Firstly, the assertion of Gerunda that the Information is fatally defective for not containing the ultimate facts to charge him as an accomplice for the crime of direct bribery cannot be sustained.

In *Vino v. People*,²⁶ this Court held that an accused can be lawfully convicted as an accomplice or accessory despite being charged as a principal in the Information, *viz.*:

In this case, the correct offense of murder was charged in the information. The commission of the said crime was established by the evidence. There is no variance as to the offense committed. The variance is in the participation or complicity of the petitioner. While the petitioner was being held responsible as a principal in the information, the evidence adduced, however, showed that his participation is merely that of an accessory. *The greater responsibility necessarily includes the lesser. An accused can be validly convicted as an accomplice or accessory under an information charging him as a principal.*

At the onset, the prosecution should have charged the petitioner as an accessory right then and there. The degree of responsibility of petitioner was apparent from the evidence. At any rate, this lapse did not violate the substantial rights of petitioner.²⁷ (Emphasis supplied)

More, in *Saldua v. People*,²⁸ this Court reiterated the same principle and further enunciated that the variance in the degree of participation of an accused is not sufficient to entitle such individual to an acquittal, thus:

The variance in the participation or complicity of the petitioner is likewise not sufficient to exonerate him. While the petitioner was being held responsible as a principal in the information, the evidence adduced, however, showed that his participation is merely that of an accomplice. Jurisprudence has taught that an accused can be validly convicted as an accomplice or accessory under an information charging him as a principal.

²⁶ 258-A Phil. 404 (1989) [Per J. Gancayco, First Division].

²⁷ *Id.* at 411.

²⁸ 845 Phil. 44 (2018) [Per J. J. Reyes, Jr., Third Division].

The greater responsibility necessarily includes the lesser.²⁹ (Citations omitted)

Given the foregoing, in the instant case, even if the Information alleges that Gerunda acted as a principal in the crime of direct bribery, he can still be held accountable as an accomplice without violating his right to be informed of the charges against him.

Secondly, We concur with the observations of the CA that the prosecution had sufficiently established Gerunda's guilt as an accomplice to the crime of direct bribery.

To recap, both Gerunda and Atty. Diamante were charged with direct bribery. However, only Atty. Diamante was convicted as the principal offender in the second type of direct bribery, which requires the following elements:

(a) the offender is a public officer; (b) he accepts an offer or promise or receives a gift or present by himself *or through another*; (c) such offer or promise he 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; and (d) the act which the offender agrees to perform or which he executes is connected with the performance of his official duties.³⁰ (Emphasis supplied)

The prosecution in the present case failed to completely establish the existence of conspiracy to hold Gerunda liable as a co-principal as there was no evidence of a prior agreement or an overt act suggesting the presence of a community of intention. Nonetheless, as correctly noted by the CA, the failure of the prosecution to prove the existence of conspiracy does not absolve Gerunda of any criminal liability. We have previously enunciated this principle in *People v. Ballesta*,³¹ to wit:

The failure of the prosecution to prove the existence of conspiracy does not eliminate any criminal liability on the part of the appellant. Although he cannot be convicted as a co-principal by reason of the conspiracy, he can still be liable as an accomplice. Where the quantum of proof required to establish conspiracy is lacking, the doubt created as to whether the appellant acted as principal or as accomplice will always be resolved in favor of the milder form of criminal liability—that of a mere accomplice.³² (Citation omitted)

²⁹ *Id.* at 59–60.

³⁰ *Mangulabnan v. People*, G.R. No. 236848, June 8, 2020, [Per J. Perlas-Bernabe, Second Division].

³¹ 588 Phil. 87 (2008) [Per J. Chico-Nazario, Third Division].

³² *Id.* at 107.

In *People v. De Vera*,³³ We discussed the differences and similarities between conspirators and accomplices, thus:

Conspirators and accomplices have one thing in common: they know and agree with the criminal design. Conspirators, however, know the criminal intention because they themselves have decided upon such course of action. Accomplices come to know about it after the principals have reached the decision, and only then do they agree to cooperate in its execution. Conspirators decide that a crime should be committed; accomplices merely concur in it. Accomplices do not decide whether the crime should be committed; they merely assent to the plan and cooperate in its accomplishment. Conspirators are the authors of a crime; accomplices are merely their instruments who perform acts not essential to the perpetration of the offense.³⁴

Article 18 of the Revised Penal Code (*RPC*) provides that “[a]ccomplices are those persons who, not being included in [A]rticle 17, cooperate in the execution of the offense by previous or simultaneous acts.” In *People v. Galicia*,³⁵ We enumerated the requisites for one to be held liable as an accomplice, to wit:

In order that a person to be considered an accomplice, the following requisites must concur: (1) that there be a community of design; that is, knowing the criminal design of the principal by direct participation, he concurs with the latter in his purpose; (2) that he cooperates in the execution by a previous or simultaneous act, with the intention of supplying material or moral aid in the execution of the crime in an efficacious way; and (3) that there be a relation between the acts done by the principal and those attributed to the person charged as an accomplice.³⁶ (Citation omitted)

It is worth emphasizing in the present case that Gerunda categorically admitted in his direct testimony that Atty. Cabilao sent him via money remittance the amount of PHP 50,000.00. He further stated that he gave the money to Atty. Diamante who accepted it, *viz.*:

Pros. Aseniero:

Q: On September 19, 2012, was there again another unusual incident that transpired?

A: Yes, Your Honor.

Q: What was that?

A: I received a text message from Atty. Cabilao saying that, in his text message, *Leo Atty. Diamante promised me that he is going to sign the title, I am sending Php50,000.00 addressed again to you.*

....

³³ 371 Phil. 563 (1999) [Per J. Panganiban, Third Division].

³⁴ *Id.* at 585.

³⁵ G.R. No. 238911, June 28, 2021 [Per J. Inting, Third Division].

³⁶ *Id.*

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Q: Now, after you received the text message in the evening of September 19, 2012, what did you do next, if any?

A: I have no choice, Your Honor, because Atty. Cabilao is the best friend of our Regional Director. He is my friend. Atty. Diamante is my boss. *I have no choice, but to get the money and gave it to Atty. Diamante, September 20, Your Honor.*

....

Q: And what was the reaction or reply of Atty. Diamante, if any, when you gave him the P50,000.00?

A: After giving the P50,000.00, I returned back to my table and then few minutes, he went out in the office.

Q: You said that you gave the money to Atty. Diamante, was it in cash in the amount of P50,000.00?

A: *Yes, Your Honor.*

Q: Where?

A: At his office, at the Register of Deeds.³⁷ (Emphases supplied)

Furthermore, Official Receipt No. 001186 dated September 20, 2012, issued by the money remittance center, corroborates Gerunda's testimony regarding the transfer of the PHP 50,000.00 by Atty. Cabilao on September 20, 2012.³⁸

In light of the testimonial and documentary evidence, it is clear that all the requisites for one to be held liable as an accomplice are present in this case.

First, Gerunda was cognizant of Atty. Diamante's criminal design, as the former was aware that the sum of money was in consideration for the release of a new certificate of title in Toyota's name.

Second, Gerunda knowingly cooperated by previous or simultaneous acts when he received and subsequently delivered the sum of money. The prosecution was able to establish that when Gerunda delivered the money to Atty. Diamante, he was fully aware that it was tendered to Atty. Diamante in exchange for the latter's commitment to facilitate the transfer of the certificate of title.

Lastly, Gerunda's act of receiving the sum of money and personally delivering it to Atty. Diamante is undoubtedly intertwined with the latter's act of direct bribery.

³⁷ *Rollo*, pp. 32-33.

³⁸ *Id.* at 33.

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All told, Gerunda participated as an accessory to the crime of direct bribery by cooperating in its execution through various simultaneous acts, which included receiving and delivering PHP 50,000.00 to Atty. Diamante to expedite the transfer of the certificate of title.

In addition, Gerunda cannot raise as a defense the fact that he was merely obeying orders and that he had no other recourse. He could have opted to reject the sum of money or bring the matter to the attention of the proper authorities. Indeed, Gerunda had viable alternatives at his disposal, but he failed to exercise these. Thus, he must suffer the consequences of his complicity.

Regarding the appropriate penalty to be imposed, the second paragraph of Article 210 of the RPC lays down the penalty if the gift was accepted, but the desired act was not accomplished, thus:

*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 prision correccional in its medium period and a fine of not less than twice the value of such gift.*³⁹ (Emphasis supplied)

Considering that Gerunda's participation is that of an accomplice, the imposable penalty should be one degree lower than that which applies to the principal.⁴⁰ Hence, the penalty for Gerunda is *prision correccional* in its minimum period, which ranges from six months and one day to two years and four months.

In accordance with the Indeterminate Sentence Law, as there are no other aggravating or mitigating circumstances applicable, the penalty should be taken in its medium period. Thus, the maximum of the penalty should be derived from the medium period of *prision correccional* minimum, which falls within the range of one year, one month, and 11 days to one year, eight months, and 20 days, while the minimum should be taken from the range of *arresto mayor* maximum, which falls within the range of four months and one day to six months.

As to the imposition of fine, consistent with Article 210 of the Revised Penal Code, the fine applicable to both Gerunda and Atty. Diamante should not be lower than twice the value of the sum involved, which totals to PHP 100,000.00. However, given Gerunda's status as an accomplice, the penalty should likewise be lowered by one degree. As aptly pointed out by Associate

³⁹ Revised Penal Code, art. 210, par. 2, as amended by Batas Pambansa Blg. 871 (1985).

⁴⁰ Revised Penal Code, art. 52.

Justice Mario V. Lopez, Article 75 of the same Code sets forth the rules on the modification of fines by degrees, thus:

Article. 75. Increasing or Reducing the Penalty of Fine by One or More Degrees. — Whenever it may be necessary to increase or reduce the penalty of fine by one or more degrees, it shall be increased or reduced, respectively, for each degree, *by one-fourth of the maximum amount prescribed by law, without however, changing the minimum.*

The same rules shall be observed with regard to fines that do not consist of a fixed amount, but are made proportional. (Emphasis supplied)

Furthermore, in *De los Angeles v. People*,⁴¹ this Court expounded that:

It will be noticed that according to Article 75, the one-fourth reduction is to be made “of the maximum amount prescribed by law”. Said maximum amount prescribed by law is for the consummated crime, not of the maximum as already reduced. Furthermore, strictly speaking, the law (Art. 210, par. 3, in relation to Art. 212, Rev. Penal Code) prescribes the amount of the fine only for the consummated crime of bribery. For the frustrated and attempted, the law does not really prescribe the amount of the fine, but merely indicates the manner of reducing the maximum amount of fine prescribed for the consummated felony. In other words, the law expressly and clearly states the penalty (amount of fine) prescribed to be used as a basis for the reduction. Examples: In Articles 50, 51, 52, and 53 of the Revised Penal Code, the basis for reduction of the penalty by one or two degrees, is invariably the penalty prescribed by law for the consummated crime, while under Articles 54, and 55, the basis for the reduction is the penalty prescribed by law for the frustrated felony; and under Articles 56 and 57, the basic penalty to be used for reduction by one or two degrees is that for the attempted felony. From all this, it will be observed that in making any reduction by one or more degrees, the basis used is that already prescribed, not as already reduced. It will also be noticed that under Article 51, the penalty for an attempted crime is that for the consummated felony, reduced by two degrees, not the penalty for the frustrated felony, reduced by one degree. In the present case, by analogy, the basis for the reduction of the first as well as the second degree must necessarily be the penalty prescribed by law for the consummated felony[.]⁴²

Applying the foregoing, after deducting one-fourth of the maximum prescribed fine, which amounts to PHP 25,000.00, the maximum imposable fine against Gerunda is PHP 75,000.00. The minimum, on the other hand, remains at PHP 50,000.00. Pertinently, Article 66 of the RPC provides that “[i]n imposing fines, the courts may fix any amount within the limits established by law; in fixing the amount in each case, attention shall be given, not only to the mitigating and aggravating circumstances, but more

⁴¹ 103 Phil. 295 (1958) [Per J. Montemayor, *En Banc*].

⁴² *Id.* at 298–299.

particularly to the wealth or means of the culprit.”⁴³ Therefore, this Court can impose upon Gerunda a fine ranging from PHP 50,000.00 to PHP 75,000.00.

Considering the circumstances of this case, we find it proper to modify the amount of damages to PHP 50,000.00.

ACCORDINGLY, the Petition is **DENIED**. The Decision dated November 22, 2019 and Resolution dated November 17, 2021 of the Court of Appeals in CA-G.R. CR No. 02892 are **AFFIRMED WITH MODIFICATION**. Leo I. Gerunda is found **GUILTY** beyond reasonable doubt of the crime of direct bribery as an accomplice. He is hereby sentenced to an indeterminate penalty of imprisonment of four (4) months and one (1) day of *arresto mayor*, as minimum, to one (1) year and eight (8) months of *prision correccional*, as maximum. He is likewise **ORDERED** to **PAY** a fine of PHP 50,000.00.

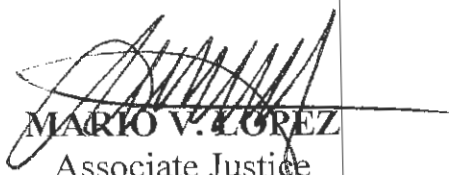
SO ORDERED.



JHOSEP V. LOPEZ
Associate Justice

WE CONCUR:


MARVIC M. V. F. LEONEN
Senior Associate Justice
Chairperson


AMY C. LAZARO-JAVIER
Associate Justice



MARIO V. LOPEZ
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice

⁴³ Revised Penal Code, art. 66.

ATTESTATION


I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ALEXANDER G. GESMUNDO
Chief Justice