



Republic of the Philippines
Supreme Court
Manila City

THIRD DIVISION

PEOPLE OF THE G.R. No. 254639
PHILIPPINES,

Plaintiff-appellee, Present:

- versus -

CAGUIOA, J., Chairperson,
INTING,
GAERLAN,
DIMAAMPAO, and
SINGH, JJ.

AMELIA R. DE PANO,
ANGELITO A. RODRIGUEZ,
NOEL G. JIMENEZ, and
JOSE JOEL B. BALDEO,*
Accused,

ANGELITO A. RODRIGUEZ, Promulgated:
NOEL G. JIMENEZ,

Accused-appellants. October 21, 2024

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DECISION

INTING, J.:

This resolves the appeal¹ under Rule XI of the 2018 Revised Internal Rules of the Sandiganbayan filed by Noel G. Jimenez (accused-appellant Jimenez) and Angelito Rodriguez (accused-appellant Rodriguez)

* The case was dismissed as to Jose Joel B. Baldeo in accordance with Article 89 of the Revised Penal Code upon submission of his death certificate per Resolution dated August 18, 2017. *See rollo*, p. 190.

¹ *Id.* at 52–53, Notice of Appeal dated December 2, 2020.

(collectively, accused-appellants) assailing the Decision² dated August 6, 2020, and Resolution³ dated October 28, 2020, of the Sandiganbayan in Criminal Case No. SB-12-CRM-0238. The assailed Decision and Resolution found accused-appellants guilty beyond reasonable doubt of violation of Section 3(e) of Republic Act No. 3019,⁴ as amended.

The Antecedents

Accused-appellants, together with Engineer Amelia R. De Pano (accused Engr. De Pano) and Jose Joel B. Baldeo (accused Baldeo) (collectively, accused), were charged with violation of Section 3(e) of Republic Act No. 3019, as amended, in connection with the construction of the perimeter fence in Palili Elementary School (school) located in Palili, Samal, Bataan (perimeter fence project).⁵

The accusatory portion of the Information reads:

That on or about the 17 March 2004, or sometime prior or subsequent thereto, in Balanga, Bataan, and within the jurisdiction of this Honorable Court, the above-named accused, AMELIA R. DE PANO (SG 26), ANGELITO A. RODRIGUEZ (SG 24), and NOEL G. JIMENEZ (SG 22), being then the Provincial Engineer of Bataan, Assistant Provincial Engineer of Bataan, and Filed [sic] Engineer IV of Bataan respectively, in such capacities and committing the crime herein charged in relation to their office and while in the discharge of their official functions, taking advantage and ingrave [sic] abuse thereof, acting together and confederating with one another, with the indispensable cooperation and/or direct participation of co-accused JOSE JOEL B. BALDEO, owner/proprietor of J. Baldeo Construction, a private individual, with deliberate intent, manifest partiality and evident bad faith, did then and there willfully, unlawfully and criminally cause undue injury to the Provincial Government of Bataan in the net amount of THO [sic] HUNDRED FIFTY THREE THOUSAND SEVEN HUNDRED TWENTY FIVE (P253,725.00), Philippine Currency and conversely give unwarranted benefit, advantage, or preference to J. Baldeo Construction, represented by its owner and proprietor Jose Joel B. Baldeo, herein co-accused, by then and there entering into a contract for the construction of perimeter fence in Palili Elementary School, in Palili, Samal, Bataan, on behalf of the Provincial Government of Bataan, for the supply of labor and materials, and thereafter, by making untruthful statements in the Accomplishment Report and the Certification both dated 17 March 2004, to make it

² *Id.* at 190–236. Penned by Associate Justice Edgardo M. Caldonia and concurred in by Associate Justices Efren N. Dela Cruz and Geraldine Faith A. Econg of the First Division, Sandiganbayan, Quezon City.

³ *Id.* at 238–244.

⁴ “Anti-Graft and Corrupt Practices Act,” approved on August 17, 1960.

⁵ *Rollo*, pp. 190–191.

appear that the construction of the perimeter fence of the Palili Elementary School is one hundred percent (100%) complete, thereby facilitating the payment on 2 June 2004 in favor of said Jose Joel B. Baldeo in the aforesaid amount, when, in truth and in fact, said Jose Joel B. Baldeo is not entitled to receive said amount of public funds because the construction of the perimeter fence in Palili Elementary School has not actually been completed as of August 2004 per ocular inspection conducted by the Provincial Government of Bataan indicating that said damage and prejudice of the Provincial Government of Bataan in the aforesaid amount.

CONTRARY TO LAW.⁶

Per Resolution dated August 18, 2017, the case was dismissed as to accused Baldeo upon submission of his death certificate.⁷

On December 1, 2017, arraignment proceeded only for accused Engr. De Pano, who pleaded "Not Guilty" to the charge.⁸ Meanwhile, after several postponements, accused-appellants were arraigned on two separate occasions wherein they likewise pleaded "Not Guilty" to the offense charged.⁹

In the subsequent pre-trial conference, both the prosecution and the defense stipulated on the following facts as embodied in the Pre-Trial Order dated November 12, 2018:

From the prosecution's proposals for stipulation, accused De Pano, Jimenez and Rodriguez stipulated on the following facts:

1. The accused admit that they are the same persons charged in the Informations, and are the ones referred to whenever their names are referred to orally or in writing in the course of the proceedings.
2. At the time material to this case, the accused admitted they were holding public positions following their names, viz[.]:
 - a. Amelia R. De Pano – Provincial Engineer;
 - b. Angelito A. Rodriguez – Assistant Provincial Engineer;
 - c. Noel G. Jimenez – Field Engineer IV; all of the Province of Bataan.
3. On August 23, 2004, Enrique T. Garcia, Jr., then Provincial Governor of Bataan filed a Complaint-Affidavit before the

⁶ *Id.* at 191, *see* Sandiganbayan Decision.

⁷ *Id.* at 190.

⁸ *Id.* at 192.

⁹ *Id.*

Office of the Ombudsman against all the accused and other respondents, namely Leonardo B. Roman (former Governor of Bataan), Romeo Mendiola (former Executive Assistant of the Governor of Bataan), Pastor P. Vichauco (former Provincial Treasurer of Bataan), Clarita Vichauco (former Local Revenue Collection Office of the Province of Bataan) and Numeriano G. Medina (former Provincial Accountant).

4. All the accused filed their respective counter-affidavits with the Office of the Ombudsman.

From the same set of proposals for stipulation, accused Jimenez and Rodriguez stipulated on the following facts:

5. On March 1, 2004, then Bataan Governor Leonardo B. Roman entered into a contract with Baldeo Construction for the supply of labor and materials for the perimeter fence of the Palili Elementary School.
6. Accused Jimenez and Rodriguez signed and issued the Certification dated 17 March 2004, although they will explain at the trial how they signed the same by mistake.
7. Accused Jimenez and Rodriguez signed and issued the Accomplishment Report dated 17 March 2004, although they will explain at the trial why they signed the same.
8. Accused Jimenez and Rodriguez stipulated that on June 2, 2004, a Landbank Check for the amount of P253, 725.00 was issued to Baldeo Construction – Balanga City, Bataan as payment for labor and materials for the perimeter fence of Palili Elementary School; in view of which Baldeo Construction issued Official Receipt No. 1335 to acknowledge full payment.¹⁰

Trial ensued.

Version of the Prosecution

The prosecution presented several witnesses from the General Parents Teachers Community Association (GPTCA) of the school, the Commission on Audit (COA), the Department of Education (DepEd), and the provincial government of Bataan, namely: (1) Crisalda C. Palad (Palad); (2) Sarah H. Layola (Layola); (3) Josefino Calina Rivero (Rivero); (4) Engineer Fernando P. Fernando (Engr. Fernando); (5) Leonida S. Tanega (Tanega); (6) Alma D. Padilla (Padilla); (7) Jessie Ferrer (Ferrer); and (8) Domingo O. Larman, Jr. (Larman, Jr.).¹¹

¹⁰ *Id.* at 193.

¹¹ *Id.* at 194.

Their testimonies are summarized in the following paragraphs:

Palad, a former teacher in the school from 2002 to 2008, testified that in 2003 the GPTCA requested the Office of the Provincial Governor of Bataan to construct a perimeter fence in the school for the safety and security of the students. In the following year, the Office of the Provincial Governor granted the request. In March 2004, there were 100 pieces of hollow blocks delivered to the school, but construction never started. Palad followed up on the status of the perimeter fence project with the Provincial Accountant's Office and learned that per the Disbursement Voucher, it was allegedly completed. The next day, Palad informed the other members of the GPTCA of what she discovered, and they executed a Joint Affidavit about the unconstructed perimeter fence.¹²

Layola, a master teacher in the school, corroborated Palad's testimony.¹³

Rivero, a former Chief of the Capitol Security and Intelligence Unit of the Province of Bataan, was tasked by then Governor Enrique T. Garcia (Gov. Garcia) to verify the complaint of the GPTCA that no perimeter fence was constructed in the school. He went to the school and took pictures of the site. He noted that there were hollow blocks in the area, but no perimeter fence was built.¹⁴

Padilla was the audit team leader of the Provincial Auditor's Office of Bataan at the time material to the case. She was tasked to audit the accounts and financial operations of the province, including the perimeter fence project. After receiving and evaluating the disbursement vouchers and other supporting documents from the Provincial Accountant Office relative to the perimeter fence project, she requested an ocular inspection and appraisal thereof from the Technical Audit Service of the COA Region III. After inspection, Engr. Fernando issued a Memorandum Report stating that no fence was built on the site contrary to the Certification issued by accused Engr. De Pano and accused-appellants. Padilla then issued an Audit Observation Memorandum to get the side of accused Engr. De Pano and accused-appellants, but they did not reply. After that, Padilla prepared the 2004 Annual Audit Report for Bataan including her findings on the perimeter fence project. The column for "COA Verified Accomplishment" was left blank to signify that the perimeter fence project was not accomplished.¹⁵

¹² *Id.*

¹³ *Id.* at 195.

¹⁴ *Id.*

¹⁵ *Id.* at 195-196.

Engr. Fernando is a former Supervising Technical Audit Specialist of the COA Region III. He performed, among others, inspections of infrastructure projects such as the construction of buildings, roads, and bridges per the auditor's request. As a Team Leader of the Technical Services Office of the COA Bataan, he was also in charge of inspecting the perimeter fence project. During the inspection, he discovered that no fence was constructed contrary to the plans and documents for the project submitted to him. He then prepared a Memorandum Report, which he submitted to the COA Regional Cluster Director.¹⁶

Tanega, a COA State Auditor IV, testified that she received a subpoena from the Office of the Special Prosecutor (OSP) requiring her to submit documents in her custody referring to the perimeter fence project. In compliance therewith, she submitted the following: (1) Summary List of Supporting Papers to Vouchers/Payroll; (2) Landbank Check for the sum of PHP 253,725.00; (3) Baldeo Construction Official Receipt No. 1335 for PHP 253,725.00; (4) Disbursement Voucher for the amount of PHP 253,725.00; (5) Allotment and Obligation Slip No. 200-04-03-0977-B dated March 3, 2004; (6) Purchase Request for Labor and Materials; (7) Program of Works/Budget Cost; (8) Notice of Award dated February 26, 2004; (9) Notice to Proceed dated March 5, 2004; (10) Certification dated March 17, 2004; (11) Accomplishment Report dated March 17, 2004; and (12) Letter of Engr. De Pano to the Provincial Auditor dated March 17, 2004.¹⁷

Ferrer, a former DepEd Region III Supervisor, testified that he received a subpoena from the OSP requesting the records of the perimeter fence project. When he found no record regarding the project, he instructed Engr. Merck Bryan Gragasi (Engr. Gragasi) to conduct an ocular inspection and validation. After Engr. Gragasi reported that no perimeter fence was constructed, Ferrer then issued a Certification stating that there was no record found regarding the construction of the perimeter fence.¹⁸

Larman, Jr. is a Records Officer II of the Sangguniang Panlalawigan of Bataan. After verification, he issued a Certification to the OSP dated March 16, 2018, stating that his office found no record relating to the perimeter fence project.¹⁹

¹⁶ *Id.* at 196.

¹⁷ *Id.* at 197.

¹⁸ *Id.* at 197-198.

¹⁹ *Id.* at 198.

Version of the Defense

The defense presented the following witnesses: (1) Gina Q. De Jesus (De Jesus); (2) accused Engr. De Pano; (3) accused-appellant Jimenez; (4) accused-appellant Rodriguez; and (5) Atty. Aurelio C. Angeles, Jr. (Atty. Angeles).²⁰ They testified as follows:

De Jesus, a former Clerk III at the Provincial Engineer's Office of Bataan when accused Engr. De Pano was the Provincial Engineer in 2004, testified that as Clerk III, she was under the immediate supervision of the office head in conducting clerical and typing jobs. Her principal work involves routing and repetitive typing of letters, forms, and reports. She testified that in 2001, accused Engr. De Pano issued Office Order No. 01, creating the Inspectorate and Investigative Committee and the Organizational Chart and Workflow in the Office of the Provincial Engineer. She also testified that numerous documents and requests would pass through accused Engr. De Pano's office every day.²¹

Accused Engr. De Pano testified that she could not recall signing the subject documents because of the voluminous papers she used to read and sign every day in her office. She explained that in the Organizational Chart showing the structure of the Provincial Engineering Office, she was supervising eight co-equal divisions. She testified that on February 12, 2001, she issued Office Order No. 1, creating the Inspectorate and Investigative Committee and designating accused-appellant Jimenez as chief of the committee. The committee was in charge of reviewing plans and programs of work and inspecting, monitoring, and certifying all projects. As part of her defense, she said that she would not have affixed her signature on the documents were it not for her subordinates' certification that the contents thereof were true and accurate. Further, she explained that her office implemented a standard procedure for the inspection of projects such that it had to go through various divisions, such as the Inspectorate and Investigative Committee, the Assistant Provincial Engineer, and lastly, her office.²²

Accused Engr. De Pano insisted that she had no participation in the inspection of the perimeter fence project; the Accomplishment Report and Certificate of Completion ("the documents") were already certified by her subordinates before she signed them. She also raised the defense of signing the documents by mistake.²³

²⁰ *Id.*

²¹ *Id.* at 199.

²² *Id.* at 199-200.

²³ *Id.* at 200.

As to the allegation of causing undue damage and injury to the Province of Bataan, accused Engr. De Pano explained that what was paid to accused Baldeo for the perimeter fence project was less than the actual cost of the Day Care Center project. In other words, for accused Engr. De Pano, the province benefitted because it paid accused Baldeo the amount of PHP 253,725.00, which is less than the PHP 349,000.00 cost of the allegedly completed Day Care Center project. To bolster her contention, accused Engr. De Pano averred that the former Provincial Accountant of Bataan issued a Certification stating that the contract price of PHP 349,000.00 for the Day Care Center project remained uncollected despite its completion.²⁴

For accused-appellants, they averred that there was a mistake in processing the documents for the two projects located in Palili, Samal, Bataan, which were both under the same contractor, J. Baldeo Construction. They stressed that at the time material to the case, there were two projects in Palili, Samal, Bataan: (1) "Labor and Materials for the Construction of the Ceiling and Fencing of the Brgy. Palili Day Care Center at Palili, Samal, Bataan" with Notice of Award dated February 26, 2004 and a contract price of PHP 349,000.00; and (2) "Labor and Materials for the Perimeter Fence of Palili E/S, Samal, Bataan" with Notice of Award dated February 26, 2004 and a contract price of PHP 253,725.00." In their defense, they averred that they inadvertently signed the documents by honest mistake and that they thought in good faith that the documents referred to the completed Day Care Center project, which was in the same location as the school. They denied any responsibility in the preparation of the documents and averred that it was the task of the Administrative Division.²⁵

Accused-appellant Rodriguez further testified that in May 2004, a certain Bella from the Treasurer's Office requested him to sign many documents requiring his recommendation. These documents turned out to be the Accomplishment Report and Certification for the supposed completion of the perimeter fence project.²⁶

The Sandiganbayan resolved to disqualify Atty. Angeles' testimony for falling under the lawyer-client confidentiality privilege, as he was the former counsel for Gov. Garcia.²⁷

²⁴ *Id.*

²⁵ *Id.* at 201.

²⁶ *Id.*

²⁷ *Id.* at 202.



The defense repeatedly invoked the Affidavit executed by Gov. Garcia on August 14, 2013. In the Affidavit, Gov. Garcia stated that he was no longer interested in pursuing his complaint against accused Engr. De Pano and accused-appellants because his complaints were mainly against the former top officials of the Province of Bataan, including then Provincial Governor Leonardo B. Roman, who were later exonerated.²⁸

The Ruling of the Sandiganbayan

In the assailed Decision,²⁹ the Sandiganbayan ruled that accused-appellants committed manifest partiality and evident bad faith in the discharge of their functions, resulting in damage, prejudice, and injury to the Province of Bataan.³⁰ It also found that there was conspiracy between accused-appellants but acquitted accused Engr. De Pano of violation of Section 3(e) of Republic Act No. 3019.³¹ The dispositive portion of the Decision reads:

WHEREFORE, premises considered, judgment is hereby rendered as follows:

1. Accused NOEL G. JIMENEZ and ANGELITO RODRIGUEZ are found GUILTY beyond reasonable doubt of the crime of violation of Section 3 (e) of Republic Act No. 3019, as amended, and are sentenced to suffer an indeterminate penalty of imprisonment of six (6) years and one (1) month, as minimum, up to ten (10) years, as maximum, with accessory penalty of loss of retirement or gratuity benefits under the law;
2. Accused AMELIA R. DE PANO is hereby ACQUITTED for failure of the prosecution to prove her guilt beyond reasonable doubt. Considering that her acquittal is based on reasonable doubt and that the act or omission from which the civil liability arises exists, civil liability may likewise be assessed against accused De Pano.

By way of civil liability, accused De Pano, Rodriguez, and Jimenez are hereby ordered jointly and severally to indemnify the Provincial Government of Bataan, the sum of P253,725.00 representing the amount wrongfully disbursed to Baldeo Construction.

Let the hold-departure order against accused De Pano by reason of this case be lifted and set aside, and her

²⁸ *Id.* at 202–203.

²⁹ *Id.* at 190–236.

³⁰ *Id.* at 211–213.

³¹ *Id.* at 228–232.

bond released, subject to the usual accounting and auditing procedures.

SO ORDERED.³²

Accused-appellants filed a motion for reconsideration, which the Sandiganbayan denied in the assailed Resolution.³³

Hence, the appeal.³⁴

The Issues

- (1) Whether the Sandiganbayan has jurisdiction over accused-appellants.
- (2) Whether the Sandiganbayan erred in holding that accused-appellants' guilt had been proven beyond reasonable doubt; and
- (3) Whether the Sandiganbayan erred in finding that there was a conspiracy between accused-appellants.

The Ruling of the Court

The appeal deserves consideration.

The jurisdiction of the court is determined by the allegations in the complaint or information. Considering that accused Engr. De Pano was among the accused charged in the Information with violation of Section 3(e) of Republic Act No. 3019, the Sandiganbayan clearly had exclusive jurisdiction over accused-appellants

Accused-appellants maintain that the Sandiganbayan had no jurisdiction over them because they occupied positions with Salary Grades (SG) below 27. With the Sandiganbayan's finding that there was no conspiracy between them and accused Engr. De Pano, who was then occupying the position of Provincial Engineer, accused-appellants argue

³² *Id.* at 234–235.

³³ *Id.* at 238–244.

³⁴ *Id.* at 52–53. See also Brief for Accused-Appellant Noel G. Jimenez and Brief for Accused-Appellant Angelito Rodriguez; *id.* at 63–185, 255–363.

that the Sandiganbayan lacked jurisdiction over them for violation of Section 3(e) of Republic Act No. 3019.³⁵

The Court disagrees.

As the Sandiganbayan correctly ruled, the jurisdiction of the court is determined by the allegations in the complaint or information.³⁶ Further, as of the filing of the Information on October 29, 2012, the provisions of Presidential Decree No. 1606³⁷, as amended by Republic Act No. 7975³⁸ and Republic Act No. 8249³⁹ apply, which read:

Sec. 4. *Jurisdiction.* — The Sandiganbayan shall exercise original jurisdiction in all cases involving:

- a. *Violations of Republic Act No. 3019*, as amended, otherwise known as the Anti-Graft and Corrupt Practices Act, Republic Act No. 1379, and Chapter II, Section 2, Title VII, Book II of the Revised Penal Code, *where one or more of the principal accused are officials occupying the following positions in the government*, whether in permanent, acting or interim capacity, at the time of the commission of the offense:

- (1) Officials of the executive branch occupying the positions of regional director and higher, otherwise classified as grade 27 and higher, of the Compensation and Position Classification Act of 1989 (Republic Act No. 6758), specifically including:

- (a) Provincial governors, vice-governors, members of the sangguniang panlalawigan, and provincial treasurers, assessors, *engineers, and other provincial department heads*[.] (Emphasis supplied)

Considering that accused Engr. De Pano was among the accused charged in the Information with violation of Section 3(e) of Republic Act No. 3019, the Sandiganbayan clearly had exclusive jurisdiction over accused-appellants, thus:

³⁵ *Id.* at 94–96, 277–279.

³⁶ *See Sps. Soller v. Sec. Singson*, 870 Phil. 32, 41 (2020).

³⁷ Titled, “Revising Presidential Decree No. 1486 Creating a Special Court to be Known as ‘Sandiganbayan’ and for other Purposes,” approved on December 10, 1978.

³⁸ Titled, “An Act to Strengthen the Functional and Structural Organization of the Sandiganbayan, Amending for that Purpose Presidential Decree No. 1606, as Amended,” approved on March 30, 1995.

³⁹ “An Act Further Defining the Jurisdiction of the Sandiganbayan, Amending for the Purpose Presidential Decree No. 1606, as Amended, Providing Funds Therefor, and for other Purposes,” approved on February 5, 1997.

Accused De Pano, who was the Provincial Engineer of the Province of Bataan at the time of the commission of the offense as alleged in the Information, *i.e.*, March 17, 2004, is a provincial department head falling within the jurisdiction of the Sandiganbayan regardless of the positions and salary grades of other co-accused public officers, namely, Rodriguez and Jimenez. It is not a question [of] whether or not the public officer enumerated in the law was acquitted, rather if his or her position at the time of the commission of the offense falls under the enumeration in Section 4 of P.D. No. 1606, as amended.⁴⁰

Corollary, the Sandiganbayan's consequent finding of lack of conspiracy between accused-appellants and accused Engr. De Pano is irrelevant as to the issue of jurisdiction.

The prosecution failed to establish evident bad faith and manifest partiality on the part of the accused-appellants

Accused-appellants were charged with violation of Section 3(e) of Republic Act No. 3019 which reads:

SEC. 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:

....

- (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.

Thus, to sustain a conviction under the foregoing provision, the prosecution must sufficiently establish the following elements:

- (1) the offender is a public officer;
- (2) the act was done in the discharge of the public officer's official, administrative or judicial functions;

⁴⁰ *Rollo*, pp. 242–243.

- (3) the act was done through manifest partiality, evident bad faith, or gross inexcusable negligence; and
- (4) the public officer caused any undue injury to any party, including the Government, or gave any unwarranted benefits, advantage or preference.⁴¹

As to the *first and second elements*, there is no doubt that accused-appellants were holding public positions at the time material to the case as they themselves admitted and as established in the Pre-Trial Order.⁴² Also, accused-appellants' acts were done in the discharge of their official functions as Assistant Provincial Engineer and Field Engineer IV. Their signatures were material to the issuance of the Certification and the Accomplishment Report, both dated March 17, 2004, which facilitated the issuance and payment of the Landbank Check for the amount of PHP 253,725.00 in the name of Baldeo Construction.⁴³

Anent the *third element*, however, the Court finds that the prosecution failed to establish evident bad faith and manifest partiality on the part of the accused-appellants.

There are three ways to commit the offense under Section 3(e) of Republic Act No. 3019, to wit: (1) "manifest partiality," (2) "evident bad faith," and (3) "gross inexcusable negligence." Accused-appellants were charged with committing the offense through manifest partiality or evident bad faith.

On the one hand, "partiality" is synonymous with "bias" which "excites a disposition to see and report matters as they are wished for rather than as they are."⁴⁴ Thus, "[t]here is manifest partiality when there is a clear, notorious, or plain inclination or predilection to favor one side or person rather than another."⁴⁵ Further, manifest partiality is in the nature of *dolo*; in such case, "it must be proven that the offender had malicious and deliberate intent to bestow unwarranted partiality in favor of another."⁴⁶

⁴¹ *People v. Gelacio*, G.R. No. 250951 & 250958, August 10, 2022, citing *People v. Pallagigue*, 908 Phil. 449, 462 (2021).

⁴² *Rollo*, p. 193.

⁴³ *Id.* at 207, 227.

⁴⁴ *Camp John Hay Development Corp. v. Office of the Ombudsman*, 893 Phil. 728, 750 (2021), citing *Fonacier v. Sandiganbayan*, 308 Phil. 660, 694-695 (1994).

⁴⁵ *People v. Gelacio*, *supra*.

⁴⁶ *Id.*, citing *Martel v. People*, 895 Phil. 270, 301 (2021).

On the other hand, “bad faith” partakes of the nature of fraud which is more than a bad judgment or negligence.⁴⁷ Evident bad faith pertains to “a dishonest purpose or some moral obliquity and conscious doing of a wrong; a breach of sworn duty through some motive or intent or ill will.”⁴⁸ It also “contemplates a state of mind affirmatively operating with furtive design or with some motive or self-interest or ill will or for ulterior purposes.”⁴⁹ To stress, in evident bad faith, the accused must have acted with a malicious motive or intent, or ill will. “It is not enough that the accused violated a provision of law or that the provision of law violated is clear, unmistakable, and elementary. To constitute evident bad faith, it must be proven that the accused acted with fraudulent intent.”⁵⁰

To recall, there are two projects awarded to J. Baldeo Construction: (1) the Day Care Center project with a contract price of PHP 349,000.00; and (2) the perimeter fence project with a contract price amounting to PHP 253,725.00.⁵¹ Both accused-appellants admitted that they were aware of the two projects existing in the same municipality awarded in favor of the same contractor.⁵² Also, accused-appellant Jimenez admitted, in his Letter to Gov. Garcia dated July 22, 2004, that he was tasked with the inspection of the ongoing projects within his area of responsibility as the Chief of the Inspectorate and Investigative Committee.⁵³

In his defense, accused-appellant Jimenez declared that he personally inspected the Day Care Center project and knew that it was completed and finished. However, he was surprised to learn that the documents he signed were for the perimeter fence project rather than the Day Care Center project.⁵⁴ Accused-appellant Rodriguez, on the other hand, testified that a certain Bella from the Treasurer’s Office asked him to sign documents requiring his recommendation, which turned out to be the Accomplishment Report, Certification, and other supporting documents regarding the alleged completion of the perimeter fence project.⁵⁵

Accused-appellants further insist that their acts of affixing their respective signatures were founded upon an honest mistake of fact.⁵⁶ As for accused-appellant Rodriguez, he asserts good faith in the performance

⁴⁷ *Camp John Hay Development Corp. v. Office of the Ombudsman*, *supra* note 44, at 50.

⁴⁸ *Id.*

⁴⁹ *Martel v. People*, *supra* note 46.

⁵⁰ *People v. Gelacio*, *supra* note 41.

⁵¹ *Rollo*, p. 201.

⁵² *Id.* at 208.

⁵³ *Id.*

⁵⁴ *Id.*

⁵⁵ *Id.* at 209.

⁵⁶ *Id.* at 101, 288.

of his duties. He avers that he relied in good faith on his subordinates and on the signatures appearing on the documents, specifically that of accused-appellant Jimenez. He admits that he did not personally inspect the projects because he relied on his subordinates' reports and that he was the second to the last person to sign the documents. He likewise maintains that his signature was merely ministerial and only a part of the bureaucratic procedure being observed in their office.⁵⁷

Verily, solely on the basis of the documents signed by the accused-appellants, the Court finds that the prosecution failed to establish evident bad faith and manifest partiality on their part. First, there is no evident bad faith because there is reasonable doubt that they *consciously* and *intentionally* violated the law to commit fraud, to purposely commit a crime, or to gain profit for themselves so as to amount to fraud.⁵⁸ Second, there is no evidence of manifest partiality because the prosecution failed to prove that they had a malicious and deliberate intent to bestow unwarranted partiality⁵⁹ upon J. Baldeo Construction.

In *Roy III v. Ombudsman*,⁶⁰ the Court reiterated that “the mere act of affixing one’s signature, even if coupled with repeated endorsement of the award to the bidder who did not offer the lowest price” is not tantamount to evident bad faith. Similarly, accused-appellants’ act of affixing their signatures in the documents, by itself, is not proof of their evident bad faith or manifest partiality in favor of J. Baldeo Construction. The prosecution did not present other evidence to establish that accused-appellants acted with evident bad faith or manifest partiality.

While evidence may prove gross inexcusable negligence on the part of the accused-appellants, the latter cannot be held guilty thereof because this mode was not alleged in the Information

While there may be evidence to prove gross inexcusable negligence on the part of the accused-appellants in that they failed to observe even the slightest care in the performance of their official duties,⁶¹ gross inexcusable negligence, as a mode of committing the acts punishable under Section 3(e) of Republic Act No. 3019, was not alleged in the Information filed against them before the Sandiganbayan. Concomitantly,

⁵⁷ *Id.* at 213.

⁵⁸ *Martel v. People*, *supra* note 46.

⁵⁹ *Id.*

⁶⁰ 872 Phil. 267 (2020).

⁶¹ *Martel v. People*, *supra* note 46.



the ruling of the Court in the case of *Villarosa v. People*⁶² constrains the Court to rule for their acquittal. In *Villarosa*, the Court ruled that while all three modalities may be alleged simultaneously in a single information for violation of Section 3(e) of Republic Act No. 3019, i.e., manifest partiality, evident bad faith, and gross inexcusable negligence—an allegation of only one modality without mention of the others necessarily means the exclusion of those not mentioned.⁶³ Therefore, applying *Villarosa*, accused-appellants cannot be held guilty of gross inexcusable negligence because this was not specifically included in the Information when it was filed before the Sandiganbayan on February 1, 2012.

The provincial government of Bataan, the offended party herein, is entitled to restitution of their properties or funds, reparation, or indemnification from accused-appellants

The acquittal of accused-appellants on the ground that the prosecution failed to establish evident bad faith and manifest partiality on their part does not prevent the Court to adjudicate on the civil aspect of the criminal case. More so, when the civil liability arising from their negligent act has been established.

For violations of Section 3(e) of Republic Act No. 3019, any party, including the government, may be the offended party if such party sustains undue injury caused by the delictual acts of the accused.⁶⁴ In the case of *Matobato, Sr. v. People*,⁶⁵ the Court ruled:

[T]he Municipality of Pantukan already suffered damage for all these years that it was, and is still, not able to withdraw and utilize the funds for government purposes. Verily, were it not for the negligence of Silvino and his co-accused, the funds could have been spent long ago to meet the exigencies of public service and to address the pressing needs of the constituency. Until today, the Municipality of Pantukan still has not benefitted from even a single centavo of the wasted public funds. Differently stated, damage has been done and it is immaterial whether DCB is still under liquidation or not. Further, as the Sandiganbayan noted, there is no evidence that the present assets of DCB pending liquidation would be able to cover the P9.25 million liability in favor of the municipality. On this premise, Silvino and his co-accused, who all negligently caused the inability of the municipality to timely withdraw and make use of the funds should compensate the

⁶² 875 Phil. 270 (2020).

⁶³ *Id.* at 308.

⁶⁴ *Ramiscal, Jr. v. Sandiganbayan*, 487 Phil. 384, 407 (2004).

⁶⁵ 919 Phil. 805 (2022).

municipality in accordance with the dictum that “[f]undamental in the law on damages is that one injured by a . . . wrongful or negligent act or omission[,] shall have a fair and just compensation commensurate to the loss sustained as a consequence of defendant's act . . . Actual damages are primarily intended to simply make good or replace the loss caused by the wrong.”⁶⁶ (Citation omitted)

Here, it cannot be denied that, because of the documents signed by accused-appellants, the provincial government of Bataan indeed disbursed the amount of PHP 253,725.00 in favor of accused Baldeo even if there was no construction of the perimeter fence yet in the school. In fact, prosecution witness Padilla, who conducted the post-audit of the perimeter fence project, said that from her audit of the disbursement vouchers, checks, receipts, and other documents furnished her by the provincial government, there was really a disbursement in the amount of PHP 253,725.00 for the spurious perimeter fence project causing undue injury and damage to the government.⁶⁷

Thus, the Court affirms the Sandiganbayan when it ordered accused Engr. De Pano and accused-appellants to jointly and severally indemnify the Provincial Government of Bataan the sum of PHP 253, 725.00, representing the amount wrongfully disbursed to J. Baldeo Construction.

ACCORDINGLY, the appeal is **GRANTED**. The Decision dated August 6, 2020, and Resolution dated October 28, 2020, of the Sandiganbayan in Criminal Case No. SB-12-CRM-0238 finding accused-appellants Noel G. Jimenez and Angelito Rodriguez guilty beyond reasonable doubt of the crime of violation of Section 3(e) of Republic Act No. 3019, as amended, are **REVERSED** and **SET ASIDE**. Accordingly, accused-appellants Noel G. Jimenez and Angelito Rodriguez are **ACQUITTED** of the crime charged.

By way of civil liability, accused Engr. Amelia R. De Pano and accused-appellants Noel G. Jimenez and Angelito Rodriguez are ordered jointly and severally to **INDEMNIFY** the Provincial Government of Bataan, the sum of PHP 253,725.00 representing the amount wrongfully disbursed to J. Baldeo Construction.

⁶⁶ *Id.* at 810–811.

⁶⁷ *Rollo*, p. 226.

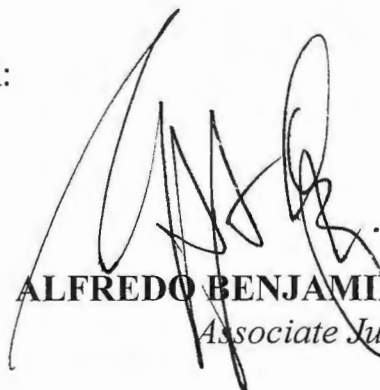


SO ORDERED.

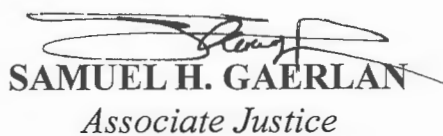


HENRI JEAN PAUL B. INTING
Associate Justice

WE CONCUR:



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice



SAMUEL H. GAERLAN
Associate Justice



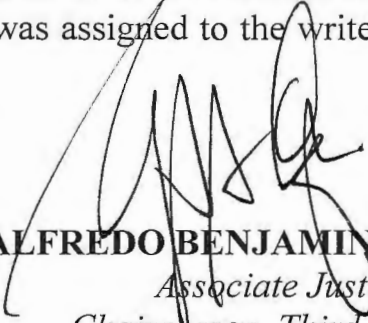
JAPAR B. DIMAAMPAO
Associate Justice



MARIA FILOMENA D. SINGH
Associate Justice

ATTESTATION

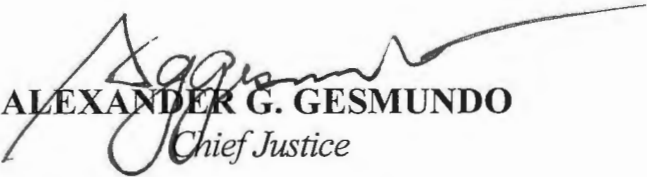
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Article VIII, Section 13 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