



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated September 7, 2020, which reads as follows:

“G.R. No. 229894 (ANTHONY BONGON, LEONILA BURGER, and ALEXIS BONAGUA, SR., petitioners v. CHRISTOPHER CELESTIAL BRUTAS, respondent); and G.R. No. 230314 (OFFICE OF THE OMBUDSMAN, petitioner v. FELICITAS V. BONGON in her capacity as Barangay Captain/Punong Barangay, PERFECTO BUCAY, in his capacity as BAC Member, LEA BALTAZAR, in her capacity as BAC Chairperson, LEONARIES MARCO DUROY, in his capacity as the Inspector and Chairperson of the Committee on Appropriation, and JODEL CANTOR in his capacity as Barangay Treasurer, respondents). — For this Court’s resolution are two consolidated Petitions for Review¹ assailing the Court of Appeals Decision² and Resolution³ in CA-G.R. SP No. 141438. The Court of Appeals modified the October 7, 2014 Decision⁴ and June 4, 2015 Order⁵ of the Office of the Deputy Ombudsman, and absolved Felicitas Bongon (Felicitas), Lea Baltazar (Baltazar), Perfecto Bucay (Bucay), Leonaries Marco Duroy (Duroy) and Jodel Cantor (Cantor) of administrative liability.

This case arose from the Complaint-Affidavit filed by Barangay Kagawad Christopher Celestial Brutas (Brutas) before the Office of the Ombudsman against the following Barangay Officials of Barangay San

¹ *Rollo* (G.R. No. 229894), pp. 3-21 and *Rollo* (G.R. No. 230314), pp. 12-25.

² *Id.* at 22-39. The July 26, 2016 Decision was penned by Associate Justice Joseph Y. Lopez and concurred in by Associate Justices Ramon R. Garcia and Leoncia R. Dimagiba of the Fifteenth Division, Court of Appeals, Manila.

³ *Id.* at 40-41. The January 11, 2017 Resolution was penned by Associate Justice Joseph Y. Lopez and concurred in by Associate Justices Ramon R. Garcia and Leoncia R. Dimagiba of the Fifteenth Division, Court of Appeals, Manila.

⁴ *Id.* at 62-71. The Decision, docketed as OMB-L-A-14-0533, was penned by Graft Investigation and Prosecution Officer I Diana Joyce N. Basco, reviewed by Director, EIO-B Adoracion A. Agbada and approved by Deputy Ombudsman for Luzon Gerard A. Mosquera.

⁵ *Id.* at 72-74. The Order, docketed as OMB-L-A-14-0533, was penned by Graft Investigation and Prosecution Officer II Esther J. Velasco-Legaspi, reviewed by Director, EIO-B Adoracion A. Agbada and approved by Deputy Ombudsman for Luzon Gerard A. Mosquera.

Lorenzo, Tabaco City, Albay: (1) Chairperson Felicitas; (2) *Kagawads* Baltazar, Bucay, Duroy, Anthony Bongon (Anthony), Leonila Burcer (Burcer), Alexis Bonagua, Sr. (Bonagua); and (3) Treasurer Cantor.⁶

Records reveal that prior to the Barangay Council's February 8, 2014 Regular session, Duroy received a report that the computer sets in the Barangay Hall were broken. He then inspected the computers and certified in his Pre-Inspection Report⁷ the necessity of its repair.⁸

On February 3, 2014, the Bids and Awards Committee (BAC), composed of BAC Chairperson Baltazar and BAC Members Anthony, Bucay, Burcer, and Bonagua, recommended "Shopping"⁹ as an "alternative mode of procurement"¹⁰ (Recommendation). Barangay Chairperson Felicitas approved the recommendation.¹¹

Barangay Record Keeper Marife Yap (Yap) then volunteered to canvass prices of the needed computer spare parts. She prepared three (3) Request for Quotations (RFQ) forms which allegedly contained prices of computer spare parts from CPQ Computer Center (CPQ),¹² Octagon Computer Superstore (Octagon),¹³ and 3GX Computer and I.T. Solutions (3GX).¹⁴ The RFQs were signed by the designated canvassers: (1) Bonagua; (2) Anthony; and (3) Burcer, respectively.¹⁵

Based on the RFQs, 3GX offered the lowest bid. Accordingly, the contract for the computers' repair was awarded to 3GX, as evidenced by an Abstract of Canvass.¹⁶

After the Purchase Order¹⁷ was prepared, the computer spare parts were then delivered to the barangay. The items were inspected by Duroy, who certified that all the entries in the purchase order were delivered.¹⁸

The barangay officials later learned that no actual canvassing from CPQ and Octagon was conducted. Through an investigation, they discovered that Yap forged the signatures of CPQ and Octagon's representatives, appearing in the two (2) RFQs. As a result, the Barangay

⁶ Id. at 62.

⁷ Id. at 75.

⁸ Id. at 24.

⁹ Id. at 76.

¹⁰ Id. at 24.

¹¹ Id.

¹² Id. at 77.

¹³ Id. at 78.

¹⁴ Id. at 79.

¹⁵ Id. at 24.

¹⁶ Id. at 80.

¹⁷ Id. at 81.

¹⁸ Id. at 24.

Council held an Emergency Session on March 22, 2014, during which Yap's services as barangay record keeper was terminated.¹⁹

Meanwhile, during the March 8, 2014 Barangay Council Session, Brutas allegedly inquired as to why the repair cost amounted to ₱35,926.00. He likewise examined the corresponding documents and noticed the following, among others that: (1) the repair and the disbursement of funds for the cost were not deliberated upon by the Barangay Council; (2) the prices appearing in the purchase requests²⁰ and RFQs were too high; (3) the recommendation and shopping form contained no details; and (4) the purchase order indicated ₱36,926.00.²¹

For their part, the accused barangay officials denied participation in the alleged ghost canvass. They argued that it was Yap who engineered the RFQ's falsification.²² They further insisted that the increased price appearing in the RFQ was caused by the additional service charge imposed by 3GX for the repair of the two (2) additional computers Yap brought.²³

They likewise maintained that the purchase was not deliberated upon, since it was not part of the agenda during the February 8, 2014 Barangay session. They also contended that Brutas made no inquiry during the March 8, 2014 session.²⁴

Subsequently, the accused barangay officials were criminally charged for Malversation and Violation of Sections 3(a) and (e) of Republic Act No. 3019. They were likewise administratively charged for grave misconduct, conduct prejudicial to the best interest of the service and dishonesty.²⁵

In its October 7, 2014 Resolution,²⁶ the Office of the Ombudsman found probable cause against the barangay officials and recommended that they be indicted for violation of Section 3(e) of RA 3019.

On the same date, the Office of the Deputy Ombudsman rendered a decision in the administrative aspect of the case and found the accused barangay officials liable for grave misconduct, thus:

¹⁹ Id. at 24-25.

²⁰ *Rollo* (G.R. No. 230314) p. 82.

²¹ *Rollo* (G.R. No. 229894) p. 63.

²² Id. at 64.

²³ Id. at 65.

²⁴ Id.

²⁵ Id. at 25.

²⁶ Id. at 51-61. The Resolution, docketed as OMB-L-C-14-0133, was penned by Graft Investigation and Prosecution Officer I Diana Joyce N. Basco, reviewed by Director, EIO-B Adoracion A. Agbada and approved by Deputy Ombudsman for Luzon Gerard A. Mosquera.

WHEREFORE, pursuant to Section 10, Rule III, Administrative Order No. 07, as amended by Administrative Order No. 17 in relation to Section 25 of Republic Act No. 6770, judgment is hereby rendered finding FELICITAS V. BONGON, ANTHONY BONGON, LEONILA BURGER, PERFECTO BUCAY, ALEXIS BONAGUA, SR., LEA BALTAZAR, LEONARIES MARCO DUROY, and JODEL CANTOR administratively liable for **Grave Misconduct** and is hereby meted the penalty of **Dismissal from the Service with the accessory penalties of Cancellation of Eligibility, Forfeiture of Retirement Benefits and Perpetual Disqualification for Re-employment in the Government Service.**²⁷ (Emphasis in the original)

The barangay officials moved for a reconsideration of the decision, but the same was denied in the Office of the Deputy Ombudsman June 4, 2015 Order.²⁸

Aggrieved, the barangay officials filed a Petition for Review before the Court of Appeals.²⁹

In the assailed July 26, 2016 Decision, the Court of Appeals modified the Office of the Deputy Ombudsman's decision and absolved Felicitas, Baltazar, Bucay, Duroy, and Cantor from administrative liability:

WHEREFORE, premises considered, the Petition for review is PARTLY GRANTED. The assailed Decision and Order of the Office of the Deputy Ombudsman for Luzon dated 7 October 2014 Decision and 4 June 2015, respectively, are MODIFIED. Petitioners Felicitas V. Bongon, Lea Baltazar, Perfecto Bucay, Leonaries Marco Duroy and Jodel Cantor are completely absolved of any administrative liability. While petitioners Anthony Bongon, Leonila Burger and Alexis Bonagua, Sr. are held administratively liable for Grave Misconduct, Dishonesty and Conduct Prejudicial to the Best Interest of Service and are meted the penalty of dismissal from service with the accessory penalties.

SO ORDERED.³⁰ (Emphasis in the original)

The Court of Appeals decreed that the evidence on record was insufficient to establish conspiracy. The mere presence of the barangay officials' signatures on the procurement papers does not demonstrate conspiracy in committing the complained act.³¹

²⁷ Id. at 69–70.

²⁸ Id. at 73.

²⁹ Id. at 23.

³⁰ Id. at 39.

³¹ Id. at 27–29.

It further ruled that the prosecution failed to prove that Felicitas, Baltazar, and Duroy had knowledge of the RFQs' irregularity. They merely relied in good faith on the documents submitted by their subordinates.³²

Finally, the Court of Appeals decreed that Bucay and Cantor had the ministerial duty to sign the procurement papers upon the presentation of the RFQs to them.³³

On January 11, 2017, the Court of Appeals denied the Motions for Reconsideration filed by Anthony, Burcer, Bonagua, and the Office of the Ombudsman.³⁴

Dissatisfied with the decision, petitioners filed their separate petitions for review before this Court. The petitions were consolidated on June 28, 2017.³⁵

Petitioners in G.R. No. 229894 argue that there is no substantial evidence showing that they delegated their duty to Yap. They merely relied on her representation that she accomplished the canvassing of prices from the three (3) establishments. They further allege that petitioner Felicitas allowed Yap to conduct the canvassing.³⁶

Petitioner Bonagua, for his part, claims no participation in the canvass. He insists that he inadvertently signed a blank RFQ, which Yap took advantage of.³⁷

They likewise aver that, assuming they committed irregularities, they should only be held liable for simple misconduct due to the absence of the elements of corruption, and the willful intent to violate the law or to disregard established rules.³⁸

Finally, petitioners insist that their actuations neither amount to dishonesty nor conduct prejudicial to the interest of the service.³⁹

³² Id. at 32-33.

³³ Id. at 34.

³⁴ Id. at 41.

³⁵ Id. at 95-96.

³⁶ Id. at 12.

³⁷ Id. at 12.

³⁸ Id. at 14-16.

³⁹ Id. at 17.

Respondent Brulas counters that the Court of Appeals did not err in finding them liable for grave misconduct. Petitioners' act of allowing Yap to perform the canvass constituted willful disregard of the rules.⁴⁰

On the other hand, the Office of the Ombudsman contends that the Court of Appeals erred in ruling that no conspiracy exists. It insists that conspiracy may be inferred from the barangay officials' individual acts leading to the completion of the anomalous procurement.⁴¹

Respondents in G.R. No. 230314 contend that their participation in the procurement process neither indicates consent nor involvement in the RFQs forgery.⁴² Their act of immediately terminating Yap from service shows their innocence and non-participation in the forgery.⁴³

Based on the parties' arguments, this Court is asked to resolve the following issues:

First, whether or not conspiracy exists;

Second, whether or not the Court of Appeals erred in absolving Felicitas, Baltazar, Bucay, Duroy, and Cantor from administrative liability; and

Finally, whether or not Anthony, Burcer, and Bonagua committed grave misconduct, dishonesty and conduct prejudicial to the best interest of service.

I

As a rule, all government procurements should go through competitive bidding. Its purpose is to guarantee "transparency, competitiveness, efficiency, and public accountability."⁴⁴ Nonetheless, to promote economy and efficacy, the procuring entity may be allowed to resort to the following alternative methods of procurement: "(1) limited source bidding[;] (2) direct contracting[;] (3) repeat order[;] (4) shopping[;] and (5) negotiated procurement."⁴⁵ Resort to any of these alternative methods does not dispense with the procuring entity's duty to "ensure that the most advantageous price for the government is obtained."⁴⁶

⁴⁰ *Id.* at 104.

⁴¹ *Rollo* (G.R. No. 230314), pp. 19-21.

⁴² *Rollo* (G.R. No. 229894), p. 138.

⁴³ *Id.* at 144.

⁴⁴ *Office of the Ombudsman v. De Guzman*, 819 Phil. 282, 298 (2017) [Per J. Leonen, Third Division].

⁴⁵ *Id.*

⁴⁶ Rep. Act No. 9184 (2003), art. XVI, sec. 48.

Shopping is “a method of Procurement whereby the Procuring Entity simply requests for the submission of price quotations for readily available off-the-shelf Goods or ordinary/regular equipment to be procured directly from suppliers of known qualification[.]”⁴⁷ It may be resorted to in the following instances:

(a) When there is an unforeseen contingency requiring immediate purchase: Provided, however, That the amount shall not exceed Fifty thousand pesos (P50,000);or

(b) Procurement of ordinary or regular office supplies and equipment not available in the Procurement Service involving an amount not exceeding Two hundred fifty thousand pesos (P250,000): Provided, however, That the Procurement does not result in Splitting of Contracts: Provided, further, That at least three (3) price quotations from bona fide suppliers shall be obtained.⁴⁸

When the method adopted is shopping, RFQs shall be prepared and indicating, among others, the quantity and specification of the item to be procured. The RFQs shall be sent to at least three (3) suppliers of known qualifications. The contract shall then be awarded to the supplier which offered the lowest quotation.⁴⁹

In this case, while the RFQs were allegedly sent to three (3) suppliers, it was later discovered that two of the RFQs were forged. These forged RFQs were used as basis in awarding the contract to 3GX.

The Office of the Ombudsman rejected the barangay officials’ claim that Yap engineered the RFQs forgery, and that they had no participation in the ghost canvass. It decreed that a perusal of the documents reveal that they all participated in the procurement of the computer spare parts and are therefore administratively liable:

The signatures of respondents Bonagua, Anthony, and Burcer as canvassers for CPQ, Octagon, and 3GX Solutions, respectively, appear in the RQs. Respondents Burcer, Bucay, Anthony, Bonagua, and Baltazar, all participated in the canvass for the purchase of computer spare parts and awarded the same to 3GX. Respondent Bongon and Duroy signed the PO in favor of 3GX. Upon delivery of the items, respondent Duroy indicated in the Inspection and Acceptance Report that he had inspected, verified, and found the items OK as to quantity and specifications. Respondents Duroy, Cantor, and Bongon signed the Disbursement Voucher to process the payment to 3GX for the purchase of computer spare parts and repair services. Respondents’ names and signatures appeared on the canvass sheets, purchase order, disbursement voucher, and inspection/acceptance

⁴⁷ Rep. Act No. 9184 (2003), art. XVI, sec. 48(d).

⁴⁸ Rep. Act No. 9184 (2003), art. XVI, sec. 52.

⁴⁹ Government Procurement Policy Board, Resolution No. 09-2009, November 23, 2009 <<https://www.gppb.gov.ph/issuances/Resolutions/09-2009.pdf>> last accessed on September 7, 2020.

report. Clearly, respondents cannot deny that they participated in the procurement of computer spare parts from 3GX which was attendant with irregularity.⁵⁰

On appeal, the Court of Appeals modified the Office of the Ombudsman's decision and negated its finding of conspiracy.

Article 8 of the Revised Penal Code states that “[a] conspiracy exists when two or more persons come to an agreement concerning the commission of a felony and decide to commit it.”

In establishing its existence, direct evidence is not indispensable. Conspiracy “may be inferred from the collective conduct of the parties before, during or after the commission of the crime[.]”⁵¹ Nonetheless, “[c]onspiracy must be proved as clearly and convincingly as the commission of the offense itself[.]”⁵² Proof beyond reasonable doubt is necessary.⁵³ As this Court explained in *Erquiaga v. Court of Appeals*:⁵⁴

Conspiracy, as a rule, has to be established with the same quantum of proof as the crime itself. It has to be shown as clearly as the commission of the offense. It need not be by direct evidence, but may take the form of circumstances which, if taken together, would conclusively show that the accused came to an agreement to commit a crime and decided to carry it out with their full cooperation and participation. It may be deduced from the acts of the perpetrators before, during and after the commission of the crime, which are indicative of a common design, concerted action and concurrence of sentiments.⁵⁵

The Office of the Ombudsman insists that conspiracy exists since the barangay officials' acts, albeit independent of each other, led to their ultimate goal of procuring the spare parts from 3GX.⁵⁶ It used as basis the signatures of the barangay officials appearing in the procurement papers to conclude that they conspired in the commission of the complained act.⁵⁷

However, as correctly ruled by the Court of Appeals, a person does not automatically become a conspirator in an illegal scheme by merely affixing one's signature in a document or voucher, as it is going the rounds of standard operating procedure. This is particularly true when the crime

⁵⁰ *Rollo* (G.R. No. 230314), p. 68.

⁵¹ *People v. Gambao y Esmail*, 718 Phil. 507, 525 (2013) [Per J. Perez, En Banc].

⁵² *Quidet v. People*, 632 Phil. 1, 5 (2010) [Per J. Del Castillo, Second Division].

⁵³ *Id.*

⁵⁴ 419 Phil. 641 (2001) [Per J. Quisumbing, Second Division].

⁵⁵ *Id.* at 647.

⁵⁶ *Rollo* (G.R. No. 230314), pp. 27-28.

⁵⁷ *Id.* at 27.

occurred at a stage where he or she had no participation.⁵⁸ In *Macadangdang v. Sandiganbayan*:⁵⁹

Simply because a person in a chain of processing officers happens to sign or initial a voucher as it is going the rounds, it does not necessarily follow that he becomes part of a conspiracy in an illegal scheme. The guilt beyond reasonable doubt of each supposed conspirator must be established. It is all too easy to be swept into a long prison term simply because the guilt of some conspirators is overwhelming and somehow it attaches to all who happen to be charged in one indictment. Every person who signs or initials documents in the course of their transit through standard operating procedures does not automatically become a conspirator in a crime which transpired at a stage where he had no participation. His knowledge of the conspiracy and his active and knowing participation therein must be proved by positive evidence.⁶⁰

Having established that no conspiracy exists, this Court will now determine the individual liabilities of the charged barangay officials.

II

Citing the doctrine espoused in *Arias v. Sandiganbayan*,⁶¹ the Court of Appeals absolved Felicitas, Baltazar, and Duroy from administrative liability. It ruled:

Verily, even if petitioners erred in their assessment of the extrinsic and intrinsic validity of the documents presented to them for endorsement, their act is all the same imbued with good faith because the otherwise faulty reliance upon their subordinates, who were primarily in charge of the task, falls within parameters of tolerable judgment and permissible margins of error. Stated differently, granting that there were flaws in the bidding procedures, there was no cause for petitioners to complain nor dispute the choice nor even investigate further since the defects in the process are not definite, certain, patent and palpable from a perusal of the supporting documents. Given that the acts herein charged failed to demonstrate a well-grounded belief that petitioners had *prima facie* foreknowledge of irregularity in the RFQs, we cannot conclude that he was involved in any conspiracy to rig bidding in favor of 3GX.⁶²

The *Arias* doctrine provides that “[a]ll heads of offices have to rely to a reasonable extent on their subordinates and on the good faith of those who prepare bids, purchase supplies, or enter into negotiations.”⁶³ This rule is not without exception. When circumstances exist warranting further

⁵⁸ *Id.*

⁵⁹ 252 Phil. 316 (1989) [Per J. Gutierrez, Jr., En Banc].

⁶⁰ *Id.* at 335-336.

⁶¹ 259 Phil. 794 (1989) [Per J. Gutierrez, Jr., En Banc].

⁶² *Rollo* (G.R. No. 229894) pp. 33.

⁶³ *Arias v. Sandiganbayan*, 259 Phil. 794, 801 (1989) [Per J. Gutierrez, Jr., En Banc].

examination on the part of public officials, as heads of offices, it behooves upon them to “to exercise a higher degree of circumspection and, necessarily, go beyond what their subordinates had prepared.”⁶⁴

In this case, the evidence on record do not reveal that circumstances existed requiring further investigation on petitioners Felicitas, Baltazar, and Duroy’s part. As correctly ruled by the Court of Appeals, they merely relied in good faith on the documents submitted by their subordinates who were primarily tasked with the procurement papers’ preparation. They had no knowledge of the RFQs’ forgery, and believed that these were genuine and properly obtained. As a result, they should not be held liable for their subordinates’ wrongdoing.⁶⁵

This Court likewise agrees with the Court of Appeals that although petitioners Bucay and Cantor are not heads of committees, they should not be held administratively liable for the procurement’s irregularity. Petitioner Bucay’s signature appeared on the abstract of canvass awarding the contract to 3GX. Petitioner Cantor, on the other hand, signed the RFQs but merely as the party making the request.⁶⁶ He likewise signed the disbursement voucher facilitating payment to 3GX.⁶⁷

The Court of Appeals correctly ruled that they signed the procurement papers after the RFQs were presented to them. They relied in good faith on the RFQs authenticity as they were certified by the designated canvassers. Their duties do not involve the validation of the RFQs’ genuineness. Unless the attaching documents were incomplete, they could not validly refuse to sign the procurement papers.⁶⁸

III

Petitioners Anthony, Burcer, and Bonagua argue that the Court of Appeals erred in holding them administratively liable. They claim that there is no evidence on record supporting the Court of Appeals’ conclusion that they delegated their duty of canvassing prices to Yap. Particularly, petitioners Anthony and Burcer insist that they signed the RFQs after relying on Yap’s representation that she canvassed prices from said suppliers. For his part, petitioner Bonagua contends that he had no participation in the ghost canvass, as he inadvertently signed a blank RFQ which Yap used to commit the forgery.⁶⁹

⁶⁴ *Rivera v. People*, 749 Phil. 124, 152 (2014) [Per J. Mendoza, Second Division].

⁶⁵ *Rollo* (G.R. No. 229894) p. 33.

⁶⁶ *Id.* at 34.

⁶⁷ *Id.* at 27.

⁶⁸ *Id.* at 34.

⁶⁹ *Id.* at 12.

Their arguments lack merit.

Misconduct has been defined as “a transgression of some established and definite rule of action, more particularly, unlawful behavior or gross negligence by the public officer.”⁷⁰ Moreover, “[i]t generally means wrongful, improper or unlawful conduct motivated by a premeditated, obstinate or intentional purpose.”⁷¹ To be considered grave, the misconduct must involve the additional elements of “corruption, clear intent to violate the law or flagrant disregard of established rule[.]”⁷²

On the other hand, dishonesty means a person’s “disposition to lie, cheat, deceive, or defraud; untrustworthiness, lack of integrity[.]”⁷³ It is considered serious when “[t]he dishonest act causes serious damage and grave prejudice to the government[.]”⁷⁴ or when “[t]he respondent gravely abused his authority in order to commit the dishonest act.”⁷⁵

It must be stressed that petitioners Anthony, Burcer, and Bonagua were the designated canvassers. The duty to canvass prices from suppliers fell upon them. Accordingly, it behooves upon them to ensure that this requirement mandated by Republic Act No. 9184 has been complied with.

To reiterate, the purpose of this requirement is to guarantee that the government obtains the most advantageous price. However, petitioners Anthony, Burcer, and Bonagua do not deny that they did not conduct a canvass. As the designated canvassers, they merely signed the RFQs when Yap presented it to them. Their actions, as correctly ruled by the Ombudsman and the Court of Appeals, constituted flagrant disregard of the provisions of Republic Act No. 9184, and an abuse of their authority. Their noncompliance with the procurement process ensured that the contract will be awarded to 3GX thus, defrauding the government.⁷⁶

Finally, this Court agrees with the Ombudsman that their acts constitute conduct prejudicial to the best interest of the service, as it “tarnish[es] the image and integrity of his/her public office.”⁷⁷ Their decision to award the contract to 3GX, despite noncompliance with the procurement procedure, resulted to the suppression of other suppliers’ proposals which caused the diminution of the people’s faith in the

⁷⁰ *Sabio v. Field Investigation Office*, G.R. No. 229882, February 13, 2018, 855 SCRA 293, 303 [Per Curiam, En Banc].

⁷¹ *Office of the Ombudsman v. Magno*, 592 Phil. 636, 658 (2008) [Per J. Chico-Nazario, Third Division].

⁷² *Id.*

⁷³ *LRTA v. Salvaña*, 736 Phil. 123, 151 (2014) [Per J. Leonen, En Banc].

⁷⁴ *Id.* at 154.

⁷⁵ *Id.*

⁷⁶ *Rollo* (G.R. No. 229894) pp. 37–38 and 69.

⁷⁷ *Avenido v. Civil Service Commission*, 576 Phil. 654, 662 (2008) [Per Curiam, En Banc].

government.⁷⁸ Furthermore, “[d]ishonesty and Conduct Prejudicial to the Best Interest of the Service are intrinsically connected since acts of dishonesty would indubitably tarnish the integrity of a public official.”⁷⁹

WHEREFORE, the Petitions are **DENIED**. The July 26, 2016 Decision and January 11, 2017 Resolution of the Court of Appeals in CA-G.R. SP No. 141438 are affirmed.

SO ORDERED.”

By authority of the Court:

Misael C. Battung III
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⁷⁸ *Roblo* (G.R. No. 229894), p. 69.

⁷⁹ *Ayenido v. Civil Service Commission*, 576 Phil. 654, 662 (2008) [Ter Curran, En Banc]