



REPUBLIC OF THE PHILIPPINES
SANDIGANBAYAN
Quezon City

FOURTH DIVISION

PEOPLE OF THE PHILIPPINES,
Appellee

SB-17-A/R-0031

For: Violation of Sec. 3(b) of
R.A. 3019

Present:

- versus -

QUIROZ, J., Chairperson
CRUZ, J.
JACINTO, J.

VENER D. COLLAO,
Appellant.

Promulgated on:

MAY 25, 2018 / *J*

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DECISION

CRUZ, J.

This is an appeal from the *Decision*¹ dated 28 April 2017 (Decision) of the Regional Trial Court of Manila, Branch 19 (RTC) in Criminal Case No. 14-308394 entitled "*People of the Philippines v. Vener Collao*" finding the accused appellant Vener D. Collao (appellant) guilty of violating Section 3(b) of Republic Act No. 3019 (RA 3019) or the Anti-Graft and Corrupt Practices Act.²

Appellant was charged in the Information³ as follows:

That on or about March 23, 2012, or sometime prior or subsequent thereto, in the City of Manila, Philippines, and within the jurisdiction of this Honorable Court, accused **VENER COLLAO**, a low ranking public officer with salary grade 14, being a *Barangay* Chairman, *Barangay* 780, Zone 85, District V, Manila, did then and there willfully, unlawfully and criminally, demand/solicit and accept from F.R.C.G.E. Trading and/or Franco G.C. Espiritu the total sum

¹ Records, vol.2, p. 10.

² Section 3. *Corrupt practices of public officers.* In addition to acts or omissions of public officers already penalized by existing law, the following shall constitute corrupt practices of any public officer and are hereby declared to be unlawful:

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(b) Directly or indirectly requesting or receiving any gift, present, share, percentage, or benefit, for himself or for any other person, in connection with any contract or transaction between the Government and any other part, wherein the public officer in his official capacity has to intervene under the law.

³ Records, vol. 2, p.7.

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of FORTY THOUSAND (P40,000.00) PESOS, Philippine Currency, covered by BDO Check No. 14017 dated March 22, 2012, as share/commission on the *barangay* project for the purchase of supplies and materials in which accused intervened in his official capacity as *barangay* chairman by approving the corresponding purchase order, acceptance and inspection report, and Disbursement Voucher No. 12-04-06 to effect payment of the delivered supplies and materials to F.R.C.G.E. Trading and/or Franco G.C. Espiritu, to the damage and injury of the latter in the said amount of Php 40,000.00.

CONTRARY TO LAW

Upon arraignment, appellant pleaded not guilty and trial on the merits ensued. The following appear on the records of the proceedings below. The prosecution initially presented two witnesses: (1) Franco G. C. Espiritu (Espiritu), the private complainant doing business under the name and style of F.R.C.G.E. Trading; and (2) Gina Cabilan (Cabilan), the liaison officer for F.R.C.G.E. Trading. Their testimonies may be summarized as follows: (i) sometime in March of 2012, F.R.C.G.E. Trading was awarded a project by *Barangay* 780, Zone 85, Manila City, and a contract was entered into between Espiritu and the said *barangay*, as shown by Purchase Order No. 01-12 signed and approved by appellant in his capacity as *barangay* chairman, in the amount of One Hundred Thirty Four Thousand Two Hundred Pesos (Php134,200.00). The contract was for the delivery of supplies for the construction of a basketball court, as well as the supply of school and sports equipment for the *Sanggunian Kabataan*; (ii) appellant demanded from Espiritu a commission equivalent to thirty percent (30%) of the aforementioned contract price amounting to Forty Thousand (Php40,000.00), which demand Espiritu later relayed to his employee Cabilan; (iii) on 23 March 2012, appellant went to Espiritu's office, and in the presence of Cabilan, signed a document of even date acknowledging appellant's receipt of the aforesaid amount as "my share for *barangay* projects with Check No. 41017"; (iv) thereafter, Espiritu issued a BDO check numbered 0041017 in favor of appellant in the amount of Forty Thousand Pesos (Php40,000.00) which he handed to Cabilan who, in turn, gave the same to the appellant; (v) appellant encashed the check on the same day at the Zurbaran, Manila, Branch of BDO as demonstrated by his signature appearing on the dorsal portion thereof; and (vi) after paying appellant, Espiritu then completed the delivery of the supplies and materials in accordance with the aforementioned purchase order for which he was paid One hundred Twenty-Seven Thousand Ten Pesos and Seventy Two Centavos (Php127, 010.72) as shown by the Acceptance and Inspection Report dated 30 March 2012 and the Disbursement Voucher No. 12-04-06, both signed and approved by appellant in his capacity as *barangay* chairman.

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The testimony of a third witness for the prosecution, Amorsolo Enriquez (Enriquez), was dispensed with after both the prosecution and defense entered into stipulations of fact, particularly: (i) that Enriquez was the designated Accounts Officer of Manila in 2012 and was in charge of processing claims for payments; (ii) that several documents were submitted to the office of the city assessor in connection with the claim for payment made by the contractor in this case (F.R.C.G.E. Trading); (iii) that he affixed his signature on the Disbursement Voucher; (iv) he had no personal dealings with appellant; and (v) that the documents (Purchase Order and Acceptance of Disbursement Voucher) are faithful reproductions of the originals.

The defense presented appellant as its lone witness. Appellant's testimony may be summarized as follows: (i) he was the *barangay* chairman of *Barangay 780, Zone 85, Manila City* for three terms and knew Espiritu since 1997; (ii) sometime in March 2012, Espiritu was awarded a contract for a *barangay* project allocated for the Sangguniang Kabataan; (iii) he received a memorandum from the *barangay* bureau that Espiritu was already blacklisted as a contractor effective March 2012; (iv) at the time of the award of the project he was unaware of the disqualification; (v) he denied demanding and receiving from Espiritu any commission or share from the contract as the *barangay* had already paid Espiritu in full; (vi) he claimed that his signature in both the acknowledgement receipt and the dorsal portion of the BDO check was forged; (vii) on cross examination, appellant admitted that the driver's license number indicated in the BDO check was his and that the defense of forgery was being raised for the first time before the RTC as it was not raised in the proceedings before the Ombudsman.

The prosecution, on rebuttal, again presented Espiritu who testified that: (i) appellant signed, in Espiritu's presence, the following pertinent documents: the Purchase Order No. 01-12, the Acceptance and Inspection Report dated 30 March 2012, the Disbursement Voucher No. 12-04-04, and the acknowledgment receipt dated 23 March 2012; (ii) appellant's defense before the Ombudsman was that the account he had with Espiritu was his personal debt and was not connected with any transaction of the *barangay* which is contained in the Counter-Affidavit attached to his Motion for Reconsideration of the Ombudsman's Resolution indicting him; (iii) on cross-examination Espiritu stated that it was his secretary, Cabilan, who prepared the acknowledgement receipt at the instance of appellant.

The prosecution also presented, on rebuttal, Reginald Bulaon (Bulaon), the manager of the Zurbaran Branch of BDO, whose testimony may be summarized as follows: (i) the standard procedure of the bank is to ask the payee of the check to be physically present, sign his details at the back of the check and provide the name, address, contact number and signature upon presentation of the check; (ii) the bank also requires the payee to

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present a valid government issued ID in order to properly identify the payee; (iii) on cross-examination Bulaon said that he was not there when the check was encashed and was not yet the bank manager when it was actually encashed.

The prosecution presented its final witness on rebuttal, Maria Minerva Sinaguinan, acting records officer of the Manila *Barangay* Bureau, who testified that: (i) she is the custodian of appellant's service record, personal data sheet, oath of office; (ii) she assumed that the signatures in the documents were appellant's own when these were submitted to her.

After the trial, the RTC rendered the assailed Decision, the dispositive portion of which reads:

WHEREFORE, premises considered, accused VENER COLLAO is hereby found GUILTY beyond reasonable doubt of violation of Section 3 (b) of Republic Act No. 3019 or the Anti-Graft and Corrupt Practices Act. The court hereby imposes on him the penalty of imprisonment for a period of six years and one day to six years and six months. Moreover, pursuant to Section 9 of R.A. 3019, he is also meted the penalty of perpetual disqualification from public office, and is ordered to pay the private complainant Franco G.C. Espiritu the amount of P40,000.00.

SO ORDERED.

Hence, this appeal where appellant raised the following errors:

III. ASSIGNMENT OF ERRORS

Whether or not the Regional Trial Court of Manila has committed serious and reversible error in convicting herein accused appellant on account of the fact that his Constitutional right to be informed of the nature of cause and accusation was violated

Whether or not the Regional Trial Court of Manila has committed serious and reversible error in convicting herein accused appellant notwithstanding the absence of credible evidence to sustain the said findings.⁴

First, appellant posits that his constitutional right to be informed of the nature and cause of the accusations against him was violated when the conviction was based on facts not specifically alleged in the Information. Appellant primarily argues that the specific wording of the Information states that he "did then and there willfully, unlawfully, criminally, demand, solicit" from Espiritu forty thousand pesos (Php40,000.00) "to effect payment of the delivered supplies and materials to F.R.C.G.E. Trading and/or Franco G.C. Espiritu."⁵

⁴ Records, vol. 2, p.48.

⁵ Records, vol. 2, p.50.

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Appellant states that the alleged encashment of the BDO check was made *before* the execution of the Purchase Order – which was the contract to deliver the supplies. Thus, appellant could not have demanded and received the forty thousand pesos (Php40,000.00) *to effect* the *barangay's* payment to Espiritu for the latter's delivery of the procured items, when the BDO check was already encashed at the time of the execution of the Purchase Order.⁶

Second, appellant further argues that the evidence offered to prove the crime, both testimonial and documentary, were untrustworthy, irrelevant, and inadmissible to establish the crime alleged in the Information. Appellant insists that the prosecution witnesses' accounts defy logic as "(i)t was unbelievable for somebody like the accused appellant who is a public official to expressly sign a document that is downright incriminatory. This is preposterous and should not have been admitted since in the first place it was never properly authenticated."⁷

DISCUSSION

Section 4 of Presidential Decree No. 1606 as amended, or the Sandiganbayan's enabling act,⁸ provides that this Court shall exercise exclusive appellate jurisdiction over final judgments of the regional trial courts for cases involving a violation of RA 3019 where the accused official is occupying a position lower than Salary Grade 27, as in the case at bar, thus:

SEC. 4. *Jurisdiction.* – The Sandiganbayan shall exercise exclusive 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 accused are officials occupying the following positions in the government, whether in a 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:

⁶ Records, vol.2, p.50

⁷ Records, vol. 2, p.52.

⁸ Presidential Decree No. 1606 entitled "REVISING PRESIDENTIAL DECREE NO. 1486 CREATING A SPECIAL COURT TO BE KNOWN AS "SANDIGANBAYAN" AND FOR OTHER PURPOSES", as amended.

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In cases where none of the accused are occupying positions corresponding to Salary Grade '27' or higher, as prescribed in the said Republic Act No. 6758, or military and PNP officers mentioned above, exclusive original jurisdiction thereof shall be vested in the proper regional trial court, metropolitan trial court, municipal trial court, and municipal circuit trial court, as the case may be, pursuant to their respective jurisdictions as provided in Batas Pambansa Blg. 129, as amended.

"The Sandiganbayan shall exercise exclusive appellate jurisdiction over final judgments, resolutions or orders of regional trial courts whether in the exercise of their own original jurisdiction or of their appellate jurisdiction as herein provided.

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With regard to the procedure to be followed in the exercise of this Court's appellate jurisdiction, Section 4 further provides:

The procedure prescribed in Batas Pambansa Blg. 129, as well as the implementing rules that the Supreme Court has promulgated and may hereafter promulgate, relative to appeals/petitions for review to the Court of Appeals, shall apply to appeals and petitions for review filed with the Sandiganbayan.

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As such, Section 10, Rule 124⁹ of the Rules of Court governing the procedure in the Court of Appeals provides:

Section 10. Judgment not to be reversed or modified except for substantial error. — No judgment shall be reversed or modified unless the Court of Appeals,¹⁰ after an examination of the record and of the evidence adduced by the parties, is of the opinion that error was committed which injuriously affected the substantial rights of the appellant. (10a)

As a general rule, therefore, no judgment shall be reversed on appeal, unless this Court finds, after an examination of the evidence adduced by the parties and the court *a quo's* records, that the substantial rights of the appellant have been injuriously affected by the appealed judgment.

We find that no such error was committed by the RTC.

⁹ Procedure in the Court of Appeals.

¹⁰ The Sandiganbayan in this context.

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The fundamental right of an accused to be informed of the nature and cause of the accusations against him is provided for in Article III, Section 14, par. (2) of the 1987 Constitution, thus:

(2) In all criminal prosecutions, the accused shall be presumed innocent until the contrary is proved, and shall enjoy the right to be heard by himself and counsel, to be informed of the nature and cause of the accusation against him, to have a speedy, impartial, and public trial, to meet the witnesses face to face, and to have compulsory process to secure the attendance of witnesses and the production of evidence in his behalf. However, after arraignment, trial may proceed notwithstanding the absence of the accused: Provided, that he has been duly notified and his failure to appear is unjustifiable.

Section 4, Rule 110¹¹ of the Rules of Court defines an information as "an accusation in writing charging a person with an offense, subscribed by the prosecutor and filed with the court."¹² In determining whether the information is sufficient, Section 6 of the same rule provides that an information is sufficient "if it states the name of the defendant; the designation of the offense given by the statute; **the acts or omissions complained of as constituting the offense**; the name of the offended party; the appropriate date of the commission of the offense; and the place where the offense is committed."¹³

What is only required to be included in the information are facts that are essential elements of the crime that the accused is charged with. Section 9, Rule 110 specifically states that "[t]he acts or omissions complained of as constituting the offense" must be stated "in ordinary and concise language and not necessarily in the language used in the statute but in terms sufficient to enable a person of common understanding to know what offense is being charged".¹⁴

Thus, the information is merely required to describe the offense with sufficient particularity in order to apprise the accused of what he is being charged with and to enable the court to pronounce judgment.¹⁵ The particularity must be such that persons of ordinary intelligence may immediately know what is meant by the information.¹⁶ The primary purpose of the requirement is to enable the accused to adequately prepare his defense.

While it is fundamental that every element of the offense must be alleged in the information, **matters of evidence** -- as distinguished from the

¹¹ Prosecution of Offenses.

¹² Section 4, Rule 110, Rules of Court.

¹³ Section 6, Rule 110, Rules of Court.

¹⁴ Section 9, Rule 110, Rules of Court.

¹⁵ Romualdez v. Sandiganbayan, July 29, 2004, 435 SCRA 371, p. 388.

¹⁶ *Id.*

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facts essential to the nature of the offense -- **need not be averred**.¹⁷ Details of the acts he committed are evidentiary matters that need not be alleged in the Information.¹⁸ The facts and circumstances that must necessarily be alleged are to be determined by reference to two things: the **definition** and **essential elements** of the specific crimes.¹⁹

Section 3 (b) of RA 3019 provides:

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

xxx

(b) Directly or indirectly requesting or receiving any gift, present, share, percentage, or benefit, for himself or for any other person, in connection with any contract or transaction between the Government and any other part, wherein the public officer in his official capacity has to intervene under the law.

The concurrence of the following elements is required to sustain a conviction under the above-quoted section:

- 1.) the offender is a public officer;
- 2.) who requested or received a gift, a present, a share, a percentage or benefit;
- 3.) on behalf of the offender or any other person;
- 4.) in connection with a contract or transaction with the government;
- 5.) in which the public officer, in an official capacity under the law, has the right to intervene.²⁰

Appellant insists that he was convicted on the basis of facts not specifically alleged in the Information. In particular, appellant argues that what the information charged him for was the act of demanding and/or soliciting from Espiritu forty thousand pesos (Php40,000.00) "**to effect payment**" to Espiritu's firm - F.R.C.G.E. Trading for the latter's delivery of supplies and materials.²¹ Appellant asserts that, because it was shown that the **date** in the Purchase Order, which is the basis for the contract between Espiritu and the *barangay*, came **after** the check's encashment, it was "unnecessary"²² for appellant to "demand exaction in exchange for the payment since, as shown by the evidence on record, if it is to be believed,

¹⁷ *Id.* citing *Balitaan v. CFI of Batangas, Branch II*, July 30, 1982, 201 Phil. 311, p. 322.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Palacios v. People of the Philippines*, March 31, 2009, 582 SCRA 713, p. 723.

²¹ *Records*, vol. 2, p.50.

²² *Id.*

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there was already a purported encashment of the check.²³ Thus, appellant concludes that his constitutional right to be informed of the nature and cause of the accusations against him was violated.

We disagree.

The information alleged the essential elements of the crime charged since it was already able to include all the essential elements of a violation of Section 3(b) of RA 3019.

First, it alleged that appellant was a public officer, to wit:

That on or about March 23, 2012, or sometime prior or subsequent thereto, in the City of Manila, Philippines, and within the jurisdiction of this Honorable Court, accused VENER COLLAO, a low ranking public officer with salary grade 14, being a Barangay Chairman, Barangay 780, Zone 85, District V, Manila, xxx

Second, the elements of requesting and receiving a share, for his own behalf, were also included, viz:

xxx did then and there willfully, unlawfully and criminally, demand/solicit and accept from F.R.C.G.E. Trading and/or Franco G.C. Espiritu the total sum of FORTY THOUSAND (P40,000.00) PESOS, Philippine Currency, covered by BDO Check No. 14017 dated March 22, 2012 as share/commission xxx

Third, the said share's connection to a contract with the government in which appellant, as a public officer, had the right to intervene was likewise alleged:

xxx on the barangay project for the purchase of supplies and materials in which accused intervened in his official capacity as barangay chairman by approving the corresponding purchase order, acceptance and inspection report, and Disbursement Voucher no. 12-04-06 to effect payment of the delivered supplies and materials to F.R.C.G.E. Trading and/or Franco G.C. Espiritu, to the damage and injury of the latter in the said amount of Php 40,000.00.

Clearly, the information in the present case is sufficient as the requirements under the rules, specifically, Section 6, Rule 110, were complied with.²⁴ The fact that the date on the Purchase Order came *after* the encashment of the BDO check is of no consequence since the law punishes the very act of requesting and/or receiving a share in connection with a contract. When the contract was dated is **not an essential element** for the commission of the crime in the present case, moreover, it is a detail of the

²³ *Id.*

²⁴ Section 6. *Sufficiency of complaint or information.* — A complaint or information is sufficient if it states the name of the accused; the designation of the offense given by the statute; the acts or omissions complained of as constituting the offense; the name of the offended party; the approximate date of the commission of the offense; and the place where the offense was committed. xxx.

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act that appellant committed which is an evidentiary matter that need not be alleged in the Information. In fact, Espiritu clarified this in his testimony after answering questions by the RTC:

COURT:

Q Because the question of defense counsel is this. Based on the document, the Purchase Order was already approved when the demand was made, is that correct?

A Nag demand muna siya, saka niya pinirmahan ang Purchase Order. Hindi po niya pipirmahan iyon kung hindi ako magbigay.

COURT

Q Nauna ang demand sa Purchase Order?

A Yes ma'am.

COURT

Q So nauna ang demand sa Purchase Order?

A Yes ma'am.

ATTY. ORTIZ²⁵

Q So, the demand was made prior to the Purchase Order?

A Yes, ma'am."²⁶

Appellant was, therefore, duly informed of the nature and cause of the accusations against him in order for him to adequately prepare his defense. The records likewise show that appellant was indeed able to submit his defense before the Ombudsman, as well as the RTC, albeit relying heavily on denials without evidentiary support.

It should be noted that appellant did not at all raise the defense of the forgery of the check, as well as the acknowledgment receipt before the Ombudsman. In fact, appellant's defense before the Ombudsman was that his account with Espiritu "was his personal debt, and not connected with any transaction with his *barangay*."²⁷ He raised the defense of forgery for the first time before the RTC.²⁸

²⁵ Defense counsel

²⁶ Transcript of Stenographic Notes (TSN) dated 27 February 2015, p. 28.

²⁷ Records, vol. 1, p.13.

²⁸ TSN dated 27 February 2015, p. 28.

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Appellant further argues that the pieces of evidence offered by the prosecution to prove the crime were untrustworthy, irrelevant, and inadmissible to convict him. However, other than denying the prosecution witnesses' accounts, as well as labeling them "preposterous"²⁹ and insisting that it was "unbelievable for somebody like the accused appellant who is a public official to expressly sign a document that is downright incriminatory,"³⁰ appellant *did not* offer any evidence to counter the clear and straightforward eyewitness testimonies of both Espiritu and Cabilan that appellant received the check and signed the acknowledgment receipt in their presence. To quote the stenographic notes of the trial before the RTC:

[ATTY. LOPEZ]³¹

Q Mr. Witness do you remember any untoward incident with regard to this Purchase Order?

[FRANCO G.C. ESPIRITU]

A He demanded a percentage or commission from me.

Q Who demanded commission?

A Vener Collao.

Q How much percentage or commission did he ask? How much did the accused demand?

A Thirty percent (30%)

Q Thirty percent (30%) of what?

A Thirty percent (30%) of Php134,200.00

Q Did the accused personally demand it from you?

A Yes, sir.

Q And what was your reaction, Mr. Witness?

A I mulled over it but I still issued.

Q Who (sic) issued a check in whose favor?

A Vener Collao.

Q In the amount of ...? How much is the amount of the check that you issued?

²⁹ Records, vol. 2, p.52.

³⁰ Records, vol. 2, p.52.

³¹ Prosecutor, Office of the Ombudsman. *y*

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A Php40,000.00.³²

Espiritu's eyewitness testimony was substantially corroborated by Cabilan, his secretary, who likewise testified that appellant signed the acknowledgment receipt and received the check in their presence, thus:

[ATTY. LOPEZ]

Q So what happened after that?

[GINA CABILAN]

A Siyempre, dahil kami po ang pinakamababa doon sa mga dumating na mga bidders, sa amin po naaward yong proyekto. Ngayon pag ka-award po g proyekto, siyempre kung ano mga dapat processo yon po ang mga ginawa na nila, gumagawa ng papeles doon. Tapos, pag okay na po siya idedeliver po namin yong mga nasa P.O. po nila.

Q What do you mean P.O?

A Purchase Order, sir.

Q Then, after you have been awarded, do you remember any untoward incident?

A May nabanggit po sa akin yong boss ko, na si Chairman Collao is.

Q Who was your boss?

A Si sir Franco Espiritu, sir. Tapos sinabi nya na si Chairman Collao daw po, is nanghingi at S.O.P nya, at 30 percent doon sa project. Ngayon sabi niya pumayag naman siya. Kasi nga, parang hindi kasi niya binigay yong mga papeles hanggat wala yon.

Q After what your boss, Franco Espiritu, told you, what happened if any?

A Nag set po sila pumunta doon sa opisina, noong March 23, 2012, nagpunta po si Chairman Collao sa office.

Q Where that (sic) office is located, Madame Witness?

A Dito po sa Almeda,

Q Then what happened next?

A Andoon po kami nagkataon po andoon po ako at amok om then nag-usap po sila, yon nga pinareciv (sic) muna siya ng Acknowledgment Receipt, kung baga pumirma siya doon sa acknowledgment receipt,

³² TSN dated 27 February 2015, p. 8.

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Q Who signed in the acknowledgment receipt that you mentioned?

A Chairman Collao po.

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Q Why do you know that is the signature of Chairman Collao?

A Kasi sa harap po namin mismo siya pumirma.

Q What do you mean sa harap – who was the other person in front of you?

A Si Sir Franco po.

Q After signing the Acknowledgment receipt, what happened?

A Kinuha po ni sir Franco yung checke and then binibihay nya sa akin, ako ang nag-abot kay Chairman Collao.

Q You handed over the check with (sic) Vener Collao.

A Yes sir.³³

Both testimonies were clear and straightforward, and were not successfully refuted. Appellant insists, however, that since the encashment of the check was made prior to the execution of the Purchase Order, it was highly illogical for appellant to still demand exaction in exchange for the payment.³⁴ This, he claims, was evidence that “the check was a clear phony (sic).”³⁵

We are not persuaded. We quote with approval the findings of the RTC:

First, the signature appearing on the dorsal portion of the check under the stamped phrase “payment received” bears much resemblance to the signatures which Collao admitted are genuinely his, i.e. the *barangay* Purchase Order (Exhibit A); Acceptance and Inspection Report (Exhibit D); and the Debit Voucher (Exhibit F-2) all of which are official records. While Collao cries “forgery” he cannot present an iota of proof to back his claim. Despite having repeatedly undertaken to present as witness the NBI handwriting expert and despite this court bending backwards to accommodate his requests for additional time and requests for court orders to facilitate said examination, no NBI handwriting expert is introduced to the witness stand. The omission on this material point – material because forgery was central to its argument – is fatal to the defense’s case. By failing to prove its own defense, the prosecution’s evidence stands un rebutted.

Second, the court takes judicial notice that banks, by the nature of their business, exercise extraordinary diligence in handling their clients’ accounts.

³³ TSN dated March 13, 2015, pp. 9-12.

³⁴ Records, vol. 2, p.50.

³⁵ *Id.*

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Before a bank allows the withdrawal of any amount from a client's account, it must ascertain that the person to whom the check has been issued is also the same person to whom payment will be made. In this instance, based on the standard operating procedure of BDO Unibank, that person who presented Check No 0041017, in order to prove his identity, had presented his driver's license no. 499-437123. Again, based on the bank's practice, the bank personnel had verified the identity of the bearer of the instrument by looking at the picture appearing on the driver's license and assesses whether the person on the picture is the same person standing before him or her. It is assumed that the said bank personnel had observed the likeness of the person in the picture on the license and the person appearing before him or her; otherwise, he or she would not have encashed the check and give the money to said person.

Collao, with his protestations, would have this court believe that someone else, an impostor who pretended to be him had encashed the check. But this is one speculation that would be unduly stretching credulity, involving as it does the intricate deception of a master impostor. Notably, Collao had admitted that his driver's license number was also 499-437123, the same number appearing on the check's dorsal portion. As the court observed, the driver's license number consisted of a total of nine (9) digits. Surely, an ordinary impostor would not have known, much less memorized such a number, would he? More succinctly put, he would not have access to Collao's driver's license, be privy to the license number, be able to copy the likeness of Collao's appearing therein, and thereafter, for the finale, actually impersonate Collao – by looking like him, so as to convince the bank teller that he is that same person whose picture appears in the driver's license, would he? This impostor had somehow again managed to “forge” Collao's driver's license, meant he has access to it. Notably, Collao never mentioned that his driver's license was, at any time, lost. In sum, Collao's puny defense consisted of a string of alleged “forgeries” – his allegedly “forged” signature on the acknowledged receipt, his allegedly “forged” signature on the check, and presumably his forged driver's license. These are one too many allegations of forgery with not a single corroborative evidence to back them up.

It is a well-settled doctrine in jurisprudence that the assessment of the trial court on credibility must be respected.³⁶ The trial court's evaluation of the credibility of witnesses is viewed as correct and entitled to the highest respect because it is more competent to so conclude, having had the opportunity to observe the witnesses' demeanor and deportment on the stand and the manner in which they gave their testimonies.³⁷ Thus, it is the trial court, in this case the RTC, that can better determine if such witnesses were telling the truth, being at a vantage position to weigh conflicting testimonies.³⁸

³⁶ People of the Philippines v. Dela Rosa, September 29, 2000, 341 SCRA 425, p. 437.

³⁷ *Id.*

³⁸ *Id.*

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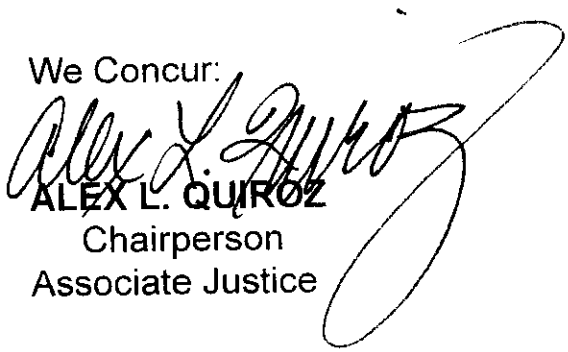
Neither do the alleged inconsistencies in Espiritu and Cabilan's testimonies deserve much consideration. Appellant raises as an issue both witnesses' contradictory statements as to who actually prepared the acknowledgment receipt.³⁹ It has repeatedly been held that testimonies of witnesses need only corroborate each other on important and relevant details concerning the principal occurrence,⁴⁰ which both Espiritu and Cabilan were able to do. Discrepancies and inconsistencies in the testimonies of witnesses referring to minor details and not touching upon the central fact of the crime do not impair their credibility.⁴¹ Such minor inconsistencies may even serve to strengthen the witnesses' credibility as they negate any suspicion that the testimonies have been rehearsed.⁴²

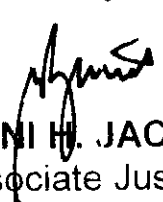
WHEREFORE, the Decision dated 28 April 2017 of the Regional Trial Court of Manila, National Capital Judicial Region, Branch 19 convicting accused-appellant of violating Section 3(b) of Republic Act No. 3019 (RA 3019) or the Anti-Graft and Corrupt Practices Act in Criminal Case No. 14-308394, is hereby **AFFIRMED in toto**.

SO ORDERED.


REYNALDO P. CRUZ
Associate Justice

We Concur:


ALEX L. QUIROZ
Chairperson
Associate Justice


BAYANI H. JACINTO
Associate Justice

³⁹ Records, vol. 2, p. 52.

⁴⁰ People v. Neri, August 20, 2014, 733 SCRA 577, 583, citing People v. Velasquez, April 11, 2012, 669 SCRA 307, pp. 318-319, citing People v. Tuan, August 11, 2010, 628 SCRA 226, p. 242.

⁴¹ *Id.*

⁴² *Id.*

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ATTESTATION

I attest that the conclusion in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ALEX L. QUIROZ
Chairperson, Fourth Division

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, and the Division Chairperson's Attestation, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



AMPARO M. GABOTAJE-TANG
Presiding Justice

