

REPUBLIC OF THE PHILIPPINES
SANDIGANBAYAN
Quezon City

FOURTH DIVISION

REPUBLIC OF THE PHILIPPINES,
Petitioner,

SB-13-CVL-0002

- versus -

P/CSUPT. EUGENE GABRIEL
MARTIN, ET AL.,
Respondents.

Present:
MUSNGI, J., Chairperson
PAHIMNA, J.
JACINTO, J.

APR 16 2024

Promulgated

J. Musngi
4.16.2024
8:35 am

DECISION

MUSNGI, J.

The Republic of the Philippines (“**Petitioner**”) filed this Petition for forfeiture of unlawfully acquired properties under Section 2 of the Republic Act No. 1379 with prayer for the issuance of a *writ* of preliminary attachment amounting to Nine Million Sixty-Three Thousand Seven Hundred Twenty-Eight Pesos and Twenty Centavos (₱9,063,728.20) against the **Respondents**, P/CSupt. Eugene G. Martin (“P/CSupt. Martin”), Priscilla M. Martin, Kathleen Ira M. Martin, Kurt Walter M. Martin, and Salma G. Martin on 19 June 2013.

The Petition alleged *inter alia*, that the Office of the Ombudsman determined that there is a reasonable ground to believe that there has been a violation of the provisions of R.A. No. 1379, and that respondent P/CSupt. Martin and the other respondents who received, acquired, or accumulated and hold such properties for, with, or on behalf of respondent P/CSupt. Martin are probably guilty thereof, as respondent P/CSupt. Martin acquired, during his incumbency as a public officer, huge amounts of money and properties allegedly manifestly out of proportion to his salary as such public officer and his other lawful income, if any.

J. Musngi

On 27 June 2014, the Court initially denied the *ex parte* application for a writ of preliminary attachment for lack of compliance with the requirements under Section 3 of Rule 57 of the 1997 Rules on Civil Procedure.¹ This was reversed in a Resolution dated 12 September 2014 which ordered the issuance of a writ of preliminary attachment against the respondents and ordered the attachment or garnishment of the real and personal properties of the respondents.

“WHEREFORE, the earlier Resolution dated June 27, 2014 is set aside. The petitioner’s *ex parte* application for the issuance of a writ of preliminary attachment is GRANTED.

Let a writ of preliminary attachment issue against the respondents. The Sheriff of the Sandiganbayan and/or any of his deputies are directed to enforce the writ. They are to attach/garnish only so much of the real or personal properties of the respondents located in the Philippines, not otherwise exempt from execution, as may be sufficient to satisfy the Republic’s demand as stated in the petition in the amount of or equivalent to NINE MILLION SIXTY THREE THOUSAND SEVEN HUNDRED TWENTY EIGHT AND TWENTY CENTAVOS (PHP 9,063,728.20).

Let summons be issued and served upon the respondents, together with the verified petition and its annexes, before the service of the writ of attachment. The respondents are directed to file their answer within fifteen (15) days from service of summons and show cause why the properties and assets identified in the petition should not be declared property of the state.

SO ORDERED.”²

Thus, on 12 September 2014, a writ of preliminary attachment was issued.³ On 10 November 2014, China Banking Corporation informed the Court that it garnished the bank account in the name of respondents Eugene Gabriel Martin and/or Priscilla Marrero Martin in the amounts of Php 1,049,206.94 and Php 3,287,379.89 maintained by the said bank in its Baguio City Branch.⁴

In the course of the trial, the respondents offered to enter into a compromise agreement as stated in the respondents’ *Comment on the Proposals for Stipulations with Counter Proposal for Compromise Agreement* dated 11 March 2022 with an initial settlement offer of Two Million Pesos (Php 2,000,000.00).⁵ The respondents then filed an *Amended Proposal for Compromise Agreement with attached draft of Compromise Agreement* on 21 March 2022 with an increased settlement offer of Two Million Five Hundred Thousand Pesos (Php 2,500,000.00).⁶

¹ Records, Vol. 1, p. 393.

² *Id.*, pp. 415-417.

³ *Id.*, pp. 423-424.

⁴ *Id.*, pp. 435.

⁵ Records, Vol. 2, p. 348.

⁶ *Id.*, pp. 355 – 358.

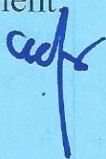

In a Memorandum dated 19 April 2023, Deputy Ombudsman for Luzon and OIC Ombudsman Cornelio L. Somido approved the Request for Authority to Enter into Compromise Agreement in this case.

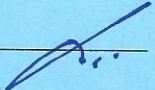
On 22 March 2024, through a *Submission with Motion for Approval of Compromise Agreement*⁷ the Plaintiff manifested that the parties have entered into a compromise agreement on 08 September 2023 for the amicable settlement of this case. The compromise agreement was signed and approved by Ombudsman Samuel R. Martires and all the respondents of this case and their counsel. The terms and conditions of the said Compromise Agreement are as follows:

1. The **Respondents** undertake to pay the amount of Two Million Five Hundred Thousand Pesos (P 2,500,000.00) in favor of the **Petitioner** for the purpose of terminating the above-mentioned case filed by the latter against the former;
2. The **Respondents** shall pay in cash the whole amount of Two Million Five Hundred Thousand Pesos to the **Petitioner** upon signing the Compromise Agreement; and
3. The Compromise Agreement shall comprise the full settlement of the **Petitioner's** claims against the **Respondents'** alleged unexplained wealth and properties subject of the case entitled *Republic of the Philippines v. PCSupt. Eugene G. Martin, Priscilla M. Martin, Kathleen Ira M. Martin, Kurt Walter M. Martin, and Selma G. Martin* docketed as Civil Case No. SB-13-CVL-0002 pending before the Fourth Division of the Sandiganbayan.

On 02 April 2024, the *Motion for Approval of Compromise Agreement* was approved in open court.

On 03 April 2024, the Petitioner submitted a certified true copy of Official Receipt No. 6865653J issued by the Office of the Ombudsman dated 13 September 2023 in the amount of Two Million Five Hundred Thousand Pesos (Php 2,500,000.00) as proof of the respondents' payment of the amount stated in the compromise agreement.

⁷ Records, Vol. 3, p. 2. 

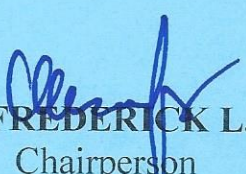
WHEREFORE, it appearing that the compromise agreement executed by and between the **REPUBLIC OF THE PHILIPPINES**, through the **OFFICE OF THE OMBUDSMAN**, and **P/CSupt. EUGENE G. MARTIN, PRISCILLA M. MARTIN, KATHLEEN IRA M. MARTIN, KURT WALTER M. MARTIN, and SALMA G. MARTIN**, dated 08 September 2023 is not contrary to law, morals, good customs, and public policy, and pursuant to Articles 2028 and 2037 of the Civil Code of the Philippines, the terms and conditions of the said compromise agreement are hereby **APPROVED** and **ADOPTED** as part of the Decision of this Court, to wit:


1. The **Respondents** undertake to pay the amount of Two Million Five Hundred Thousand Pesos (P 2,500,000.00) in favor of the **Petitioner** for the purpose of terminating the above-mentioned case filed by the latter against the former;
2. The **Respondents** shall pay in cash the whole amount of Two Million Five Hundred Thousand Pesos to the **Petitioner** upon signing the Compromise Agreement; and
3. The Compromise Agreement shall comprise the full settlement of the **Petitioner's** claims against the **Respondents' alleged unexplained wealth and properties** subject of the case entitled *Republic of the Philippines v. PCSupt. Eugene G. Martin, Priscilla M. Martin, Kathleen Ira M. Martin, Kurt Walter M. Martin, and Selma G. Martin* docketed as Civil Case No. SB-13-CVL-0002 pending before the Fourth Division of the Sandiganbayan.

Accordingly, the Order dated 12 September 2014 granting the writ of preliminary attachment and the writs issued on the same date, are hereby **RECALLED, CANCELLED** and **DISSOLVED** and all properties levied and seized by the Sheriff of the Sandiganbayan are hereby **DISCHARGED** and **RELEASED**. China Banking Corporation is hereby ordered to lift the garnishment of the said bank account in the name of the respondents Eugene Gabriel Martin and/or Priscilla Marrero Martin as stated in its report dated 29 October 2014.

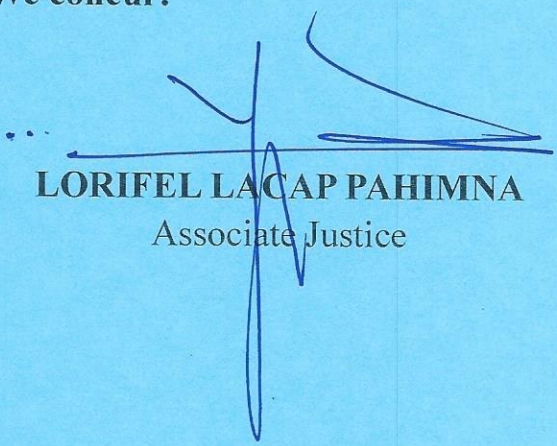
The parties are hereby ordered to faithfully comply with the terms and conditions of the agreement.

SO ORDERED.


MICHAEL FREDERICK L. MUSNGI
Chairperson
Associate Justice



We concur:



LORIFEL LACAP PAHIMNA
Associate Justice



BAYANI H. JACINTO
Associate Justice

ATTESTATION

I attest 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.



MICHAEL FREDERICK L. MUSNGI
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. CABOTAJE-TANG
Presiding Justice