



REPUBLIC OF THE PHILIPPINES
SANDIGANBAYAN
Quezon City

Fifth Division

PEOPLE OF THE PHILIPPINES,
Plaintiff,

SB-17-CRM-0283

- versus -

For: Violation of Section 3 (e) of R.A.
No. 3019

MELQUIADES A. ROBLES, et
al.,

Present:
LAGOS, *J.*, Chairperson, CRUZ* and
MENDOZA-ARCEGA, *JJ.*

Accused.

Promulgated:

July 26, 2017 *lal*

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RESOLUTION

LAGOS, J.:

For resolution of this Court is accused Lilia Diaz's Motion for Reconsideration¹ of the May 17, 2017 Resolution denying her Urgent Motion to Quash Information and Defer the Arraignment of the Accused.

In her motion, accused Diaz entreats this Court to examine those documents attached to the Ombudsman's resolution as there is, allegedly, nothing which could establish nor support the allegations in the Information that accused Diaz is from Joint Venture of COMM Builders and Technology Philippines Corp., PMP Incorporate, and Gradski Saobracaj GRAS.

Accused Diaz points out that the pieces of evidence on record which bear accused Diaz's name are the Disbursement Vouchers and Official Receipts which she signed to signify receipt of the payment made by LRTA in favor of Comm Builders & Technology Phils., Corp. However, according to Diaz, she was not an employee of Comm Builders & Technology Phils., Corp.

* Sitting as Special Member per Administrative Order No. 025-2017 dated February 1, 2017.

¹ Records, Vol. III, p. 239.

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Allegedly, she was merely requested to receive the payment and no part of the payment went to her personal benefit.

In view of the foregoing, accused Diaz asks this Court to accord her the same latitude given to Macalino, Francisco and Canar.

Accused Diaz likewise alleges that the Information is insufficient for her to be informed of the nature and cause of the accusation against her. Not having been from the Joint Venture and not being privy to the Contract or whatever dealings the public officers mentioned in the Information had with the Joint Venture, accused Diaz is, allegedly, not aware of; (a) the provisions of the Contract mentioned in the Information; (b) which provision of the supposed Contract was modified; (c) which provision of the Contract supposedly requires the number of janitors to be deployed and whether such provision exists in the Contract; (d) how the reduction of the supposed required number of janitors to be deployed was made if at all it was made; nor (e) where the payment of the amount of Php 3,373,808.51 she was asked to claim will be applied to. In sum, the accused claims that she was not aware of the terms of the Contract with the Joint Venture for the Maintenance of the LRT Line 1 System or any irregularity in the implementation thereof not being part of the Contract nor an officer/employee of the Joint Venture or the companies forming part of the Joint Venture.

The prosecution, on the other hand, in its Comment, alleges that despite accused Diaz's protestations that she is not from the Joint Venture, by her own admissions, she acknowledges that her name appears in the disbursement vouchers and official receipts which she signed to signify receipt of the payment made by LRTA in favor of Comm Builders & Technology Phils., Corp.

Moreover, the prosecution alleges that accused Diaz, in her counter-affidavit, dated April 30, 2014, stated that she held the position of accounts officer of the Joint Venture.

Lastly, the prosecution alleges that the contention of accused Diaz that she is not an employee of Comm Builders & Technology Phils., Corp. and that she was merely requested to receive the payment are clearly matters of defense best threshed out in a full-blown trial on the merits as discussed by the Court in its Resolution. According to the prosecution, accused Diaz failed to point out serious irregularities that would warrant the reversal of the subject resolution. Thus, it would be a useless ritual for this Court to repeat itself.

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RULING

Accused Diaz seeks reconsideration of this Court's Resolution and quash the Information against her mainly on two grounds, first, she is not from the Joint Venture and, second, she lacks knowledge as to the details of the transaction between LRTA and the Joint Venture in question in order to mount a proper defense. Despite her protestations, however, from the allegations of the accused herself, it is clear that her alleged participation in the transaction in question is sufficiently described in the Information. Whether that participation warrants a finding of guilt against her as a co-conspirator of the public officials of LRTA and Joint Venture is a matter to be determined in the full-blown trial of this case, as already stated in Our Resolution. In fact, her defense that she was only requested to accept payments on behalf of the Joint Venture and she was not an employee of the same is precisely a defense strategy that is most suited to be employed during the trial of this case.

As to accused Diaz's second ground, that, allegedly, not having been from the Joint Venture and not being privy to the Contract or whatever dealings the public officers mentioned in the Information had with the Joint Venture, accused Diaz is not aware of; (a) the provisions of the Contract mentioned in the Information; (b) which provision of the supposed Contract was modified; (c) which provision of the Contract supposedly requires the number of janitors to be deployed and whether such provision exists in the Contract; (d) how the reduction of the supposed required number of janitors to be deployed was made if at all it was made; nor (e) where the payment of the amount of Php 3,373,808.51 she was asked to claim will be applied to and that the Information is insufficient for not having supplied these pieces of information, the same must likewise fail.

An Information only needs to state the ultimate facts constituting the offense; the evidentiary and other details (*i.e.*, the facts supporting the ultimate facts) can be provided during the trial. Ultimate facts is defined as "those facts which the expected evidence will support. The term does not refer to the details of probative matter or particulars of evidence by which these material elements are to be established." It refers to the facts that the evidence will prove at the trial. Ultimate facts has also been defined as the principal, determinative, and constitutive facts on whose existence the cause of action rests; they are also the essential and determining facts on which the court's conclusion rests and without which the judgment would lack support in essential particulars. Evidentiary facts, on the other hand, are the facts necessary to establish the ultimate facts; they are the premises that

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lead to the ultimate facts as conclusion. They are facts supporting the existence of some other alleged and unproven fact.²

While it is fundamental that every element of the offense must be alleged in the Information, matters of evidence – as distinguished from the facts essential to the nature of the offense – do not need to be alleged. Whatever facts and circumstances must necessarily be alleged are to be determined based on the definition and the essential elements of the specific crimes.³

This Court has previously resolved that the Information alleges all the ultimate facts necessary to constitute the crime of Section 3 (e) of Republic Act No. 3019 or the Anti-Graft and Corrupt Practices Act, to wit:

Examining the Information at bar, this Court finds that the same is sufficient. The Information subject of this case, while not necessarily exhaustive, alleges the ultimate facts comprising the essential requisites of Section 3 (e).

First, at the time that the offense was committed accused were public officers from the LRTA discharging official functions as Administrator of the Light Rail Transit Authority (LRTA), LRTA Special Bids and Awards Committee (SBAC) members, and LRTA SBAC-Technical Working Group (TWG) members.

Second, that between 05 January 2009 and 17 February 2009 in Pasay City, Philippines, and within this Court's jurisdiction, these accused public officers, while in the performance of their official functions, conspiring with one another and with private individuals from Joint Venture of COMM Builders and Technology Philippines Corp., PMP Incorporated, and Gradski Saobracaj GRAS (Joint Venture), namely, Lilia S. Diaz and Dennis BN Acorda, with evident bad faith, manifest partiality or gross inexcusable negligence paid the Joint Venture PhP3,373,808.51 per month for the deployment of 321 janitors while allowing and/or causing the reduction of the required number of janitors to be deployed by Joint Venture from a

² Juan Ponce Enrile v. People of the Philippines (G.R. No. 213455, August 11, 2015).

³ Id.

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minimum of 321 to 219, thus, modifying the terms of the Contract with the Joint Venture for the Maintenance of the LRT Line 1 System.

Third, in allowing and/or causing this reduction in the number of janitors, accused did then and there willfully, unlawfully and criminally give unwarranted benefit, advantage or preference to the Joint Venture and cause undue injury to LRTA in the amount of PhP1,072,051.30 per month or PhP 12,864,615.63 in 2009 alone.

Throughout her motion for reconsideration, accused Diaz has neither alleged nor argued against the above-quoted finding of the Court. She has not put forth anything to convince this Court that its holding is erroneous. Further, the details on which she alleges to lack knowledge are merely that, details which are to be presented and discussed at trial. They are not the facts that constitute the elements of the crime. They are not ultimate facts. Therefore, their absence in the Information does not render the same invalid. For this reason, accused Diaz's motion for reconsideration, same with her original motion, must fail.

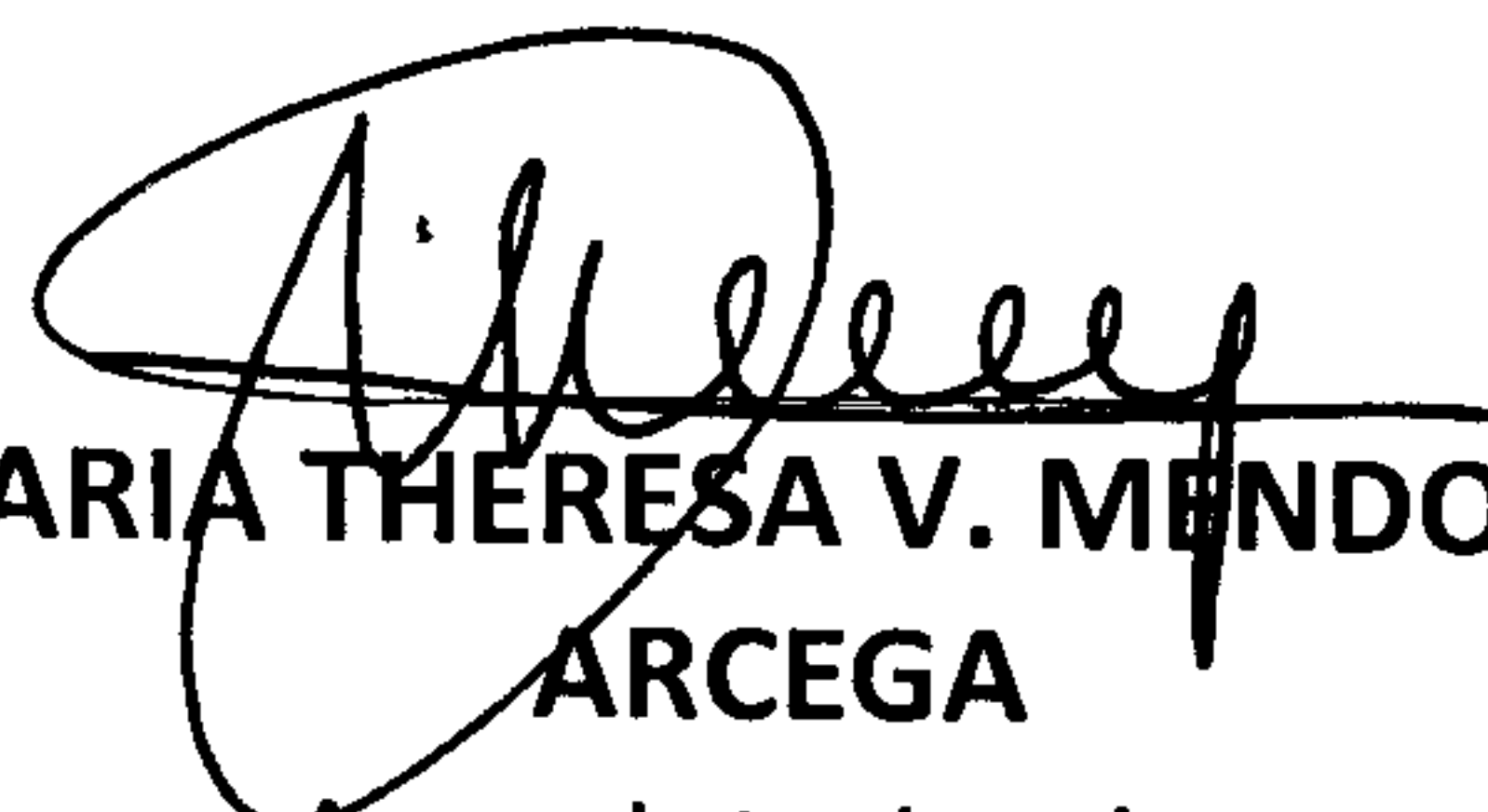
WHEREFORE, premises considered, accused Lilia Diaz's Motion for Reconsideration is DENIED for lack of merit. Her arraignment shall proceed on September 13, 2017 at 8:30 a.m.

SO ORDERED.


RAFAEL R. LAGOS
Associate Justice
Chairperson

WE CONCUR:


REYNALDO P. CRUZ
Associate Justice


**MARIA THERESA V. MENDOZA-
ARCEGA**
Associate Justice