

Republic of the Philippines
Sandiganbayan
Quezon City

SEVENTH DIVISION

MINUTES of the proceedings held on September 27, 2017.

Present:

MA. THERESA DOLORES C. GOMEZ-ESTOESTA --- Chairperson
ZALDY V. TRESPESES ----- Associate Justice
BAYANI H. JACINTO* ----- Associate Justice

The following resolution was adopted:

CRIMINAL CASE NO. SB-16-CRM-0076

PEOPLE v. CARIDAD B. BALAOD, et al.

Before the Court are the following:

1. Accused Caridad Balaod, Gloria Vicenta Bation, Alexander Remoto, Bienvenido Suco, Isidro Ebrado, Jr., and Elvie Doong's "JOINT MOTION FOR LEAVE OF COURT TO FILE DEMURRER TO EVIDENCE" dated September 2, 2017 (Record, Vol. 2, pp. 40-43); and
2. The Prosecution's "OPPOSITION TO THE JOINT MOTION FOR LEAVE TO FILE DEMURRER TO EVIDENCE" dated September 18, 2017 (Record, Vol. 2, pp. 63-70).

Before this Court is the accused's *Joint Motion for Leave of Court to File Demurrer to Evidence*¹ and the Prosecution's *Opposition*² thereto.

In their *Joint Motion*, the accused averred that the evidence presented by the Prosecution was not sufficient to sustain a conviction against them. While the *Information* alleges a violation of R.A. 9184, this *per se* does not amount to a violation of Sec. 3(e) of R.A. 3019. Conspiracy was not proven, especially since the municipal accountant testified that the subject transaction has been reviewed before being presented to accused Balaod for her signature. Finally, the transaction was not subject of an adverse audit finding, and damage to the government has not been proven.

In response, the Prosecution maintained that it was able to establish the elements of violation of Sec. 3(e) of R.A. 3019. That the accused were public officers was subject of stipulation. The subject vehicle, which used to belong

* Per A.O. No. 284-2017 dated August 18, 2017

¹ Records, Vol. 2, pp. 40-43

² *Id.*, pp. 63-69

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to accused Balaod, was purchased from its new owner, Evelyn Ranile, through negotiated procurement, in violation of R.A. 9184, which requires all procurements to be done through competitive bidding, save for some instances which do not obtain in this case. The purchase request (Exh. "D") described the vehicle to be procured as that of Ranile, showing that accused Balaod specifically requested for a particular vehicle, which she was aware used to be hers. The BAC members, on the other hand, allowed such purchase despite the apparent violation of R.A. 9184, thus giving unwarranted benefit to Ranile. The municipal accountant merely certified as to the completeness of the supporting evidence and did not probe into the regularity of the transaction.

Leave of court cannot be granted the accused.

The accused are charged with violation of Sec. 3(e) of R.A. 3019, the elements of which are:

1. The accused must be a public officer discharging administrative, judicial or official functions;
2. They must have acted with manifest partiality, evident bad faith or inexcusable negligence; and
3. That their action caused any undue injury to any party, including the government, or giving any private party unwarranted benefits, advantage or preference in the discharge of his functions.³

Absent a refutation from the accused, it appears that the elements were sufficiently established in this case.

That the accused were public officers at the time material to this case is admitted.⁴

The Prosecution presented sufficient evidence that the accused unduly deviated from the mandated competitive bidding⁵ by allowing the purchase of the subject vehicle by negotiated purchase,⁶ and may have shown manifest partiality and gave unwarranted advantage to Evelyn Ranile, to the exclusion of other potential suppliers who could have made a better offer to the local government. It likewise appears that the subject vehicle was effectively repossessed by accused Balaod who initially sold the vehicle to Ranile, albeit in her capacity as municipal mayor, and was allowed to do so by the BAC, even before the same could be registered in Ranile's name.⁷ This adds to the irregularity of the transaction, and suggests a unity of purpose among all the accused.⁸

³ *Consigna v. People, et al.*, G.R. No. 175750-51, April 2, 2014

⁴ Pre-trial Order dated October 5, 2016, *Records*, Vol. 1, p. 245

⁵ R.A. 9184, Art. IV, Section 10. Competitive Bidding. – All Procurement shall be done through Competitive Bidding, except as provided for in Article XVI of this Act.

⁶ Resolution No. 143, series of 2002 dated July 17, 2012, Exhibit "C"

⁷ Purchase Request dated July 13, 2012, Exhibit "C"; Disbursement Voucher, Exhibit "G"

⁸ *Cf. Quidet v. People*, G.R. No. 170289, April 8, 2010

Contrary to the accused's position, it is not the mere violation of R.A. 9184, but the circumstances attendant to its commission, that subject them to liability for violation of Sec. 3(e) of R.A. 3019. Further, a COA audit was not necessary to establish the circumstances sufficiently established by the Prosecution.

Finally, Municipal Accountant Divina Roble did not testify that she reviewed and gave the go signal to undertake the subject transaction.⁹ The evidence would instead show that it was the accused Bation, Remoto, Suco, Ebrado, and Doong, as BAC members, who approved the negotiated purchase of the vehicle through Resolution No. 143, series of 2012,¹⁰ and accused Balaod, who requested for and approved the disbursement therefor.¹¹

As the Prosecution sufficiently established the commission of the crime charged, it is now up to the accused to refute the same and to establish their defense.

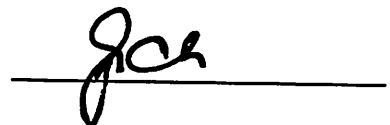
WHEREFORE, in view of the foregoing, the accused's *Motion for Leave of Court to File Demurrer to the Evidence* is DENIED for lack of merit.

The presentation of defense evidence shall proceed on November 20 to 23, 2017, morning and afternoon, before the Court of Appeals, Cagayan de Oro City.


Accused are directed to submit affidavits pursuant to the Revised Guidelines for Continuous Trial and furnish the Prosecution at least five (5) days before the next setting.

SO ORDERED.

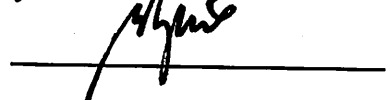
GOMEZ-ESTOESTA, J., *Chairperson*



TRESPESES, J.



JACINTO, J.



⁹ TSN dated January 18, 2017, pp. 6-14

¹⁰ Exhibit "C"

¹¹ Purchase Request dated July 13, 2012, Exhibit "C"; Disbursement Voucher, Exhibit "G"