



REPUBLIC OF THE PHILIPPINES

**Sandiganbayan**

Quezon City

Fifth Division

**PEOPLE OF THE PHILIPPINES, SB-18-CRM-0463**  
***Plaintiff,***

**– versus –**

**For: Violation of Section 3(e)**  
**of Republic Act No. 3019**

**HONESTO F. BANIQUED,**  
***Accused.***

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

**Promulgated:**

November 9, 2018 lca

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**RESOLUTION**

**LAGOS, J.:**

Accused Honesto F. Baniqued moves for dismissal of this case on the ground of lack of jurisdiction over the subject matter, prematurity, manifest absence of a valid cause of action and *res adjudicata*.<sup>1</sup> On November 5, 2018, the prosecution filed an opposition to accused's motion. Hence this resolution.

Simply put, accused argues that he cannot be prosecuted under the present Information because the Contract of Service he executed for the National Agribusiness Corporation (NABCOR), with Rodolfo V. Romero, has never been declared to be void or iniquitous. He cites the Makati Regional Trial Court decision in Civil Case No. 13-591 and the Court of Appeals decision in C.A.-G.R. CV No. 104917. According to the accused, these two (2) decisions establish the existence and enforceability of the terms of the aforesaid Contract of Service and therefore the allegations of evident bad faith, damage and prejudice to the government have no basis. As such, accused

<sup>1</sup> See Motion to Dismiss, dated 3 October 2018; Records, p. 338.

concludes that the Court has no jurisdiction over the subject matter as it is not equipped to rule on the validity and enforceability of the Contract of Service, as this falls under the mantle of a civil court. Unless there is an unequivocal determination of the Contract of Service's validity or enforceability by a competent court other than the Sandiganbayan, accused believes that everything is premature.

The Prosecution, on the other hand, sees that the issue regarding the validity and/or enforceability of the Contract of Service is of no moment in resolving accused's motion to dismiss. This is because the Information itself, as worded, does not dwell on these matters. The Prosecution argues:

A cursory examination of the allegations in the Information in this case would show that all the material elements of violation of Section 3(e) of R.A. 3019 were alleged therein and the very subject matter of the controversy falls squarely within the jurisdiction of this Honorable Court. The cause of action was also clearly spelled out in the allegations in the Information which indicted accused Baniqued for approving payment of Php 4,797,000.00 despite lack of documentary evidence to support such payment to Romero and despite the latter's failure to comply with the deliverables under the Contract of Service.<sup>2</sup>

### **DISCUSSION and RULING**

The Court sees no merit in accused's Motion to Dismiss.

It is abundantly clear that the allegations in the Information vest upon this Court jurisdiction over the subject matter. All the essential elements for a violation of Section 3(e) of R.A. No. 3019 are covered by the present Information. Plainly, accused is charged for "approving the payment of Php 4,797,000.00 more or less, in favor of Romero, which amount represented the initial payment and 50% of the stipulated remuneration in the Contract of Service between NABCOR and Romero, despite the fact that Romero failed to comply with the deliverables as provided in the Contract of Service, and despite the lack of documentary evidence to support Romero's claim for payment."<sup>3</sup> Nothing in the Information states that such payment was made despite the Contract of Service being invalid or unenforceable. Stated otherwise, accused is alleged to have given unwarranted benefits/advantage to Rodolfo Romero because the latter was paid Php 4,797,000.00 in spite of the fact that he did not comply with the terms of the Contract of Service, by delivering the promised services and result. This payment is alleged to have been done either with manifest partiality, evident bad faith or gross inexcusable negligence. Jurisdiction over the subject matter

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<sup>2</sup> See Prosecution's Comment/Opposition, dated 4 November 2018; Records, p. 399.

<sup>3</sup> See Information, dated 27 February 2018; Records, p. 1.

therefore, is clearly present. Necessarily, the prematurity argument must also fail.

The lack of a valid cause of action argument also does not deserve any consideration as the Court had already found probable cause against the accused. As for the *res adjudicata* argument, suffice it to state that there is no identity of parties, subject matter and cause of action between the Court of Appeals case (C.A.-G.R. CV No. 104917) cited by the accused and the instant case before this Court. All told, the Motion to Dismiss must be denied.

**WHEREFORE**, accused Baniqued's Motion to Dismiss is **DENIED** for lack of merit. The preliminary conference set on December 4, 2018 shall proceed.

**SO ORDERED.**

  
**RAFAEL R. LAGOS**  
Chairperson  
Associate Justice

**WE CONCUR:**

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

  
**MARYANN E.  
CORPUS-MAÑALAC**  
Associate Justice