



REPUBLIC OF THE PHILIPPINES
SANDIGANBAYAN
Quezon City

Fifth Division

PEOPLE OF THE SB-15-CRM-0211 TO 0227
PHILIPPINES, *Plaintiff,* For:

- versus -

HABER AMIN ASARUL
and CAMLIAN PAJIJI
BORJAL,

Accused.

Present:

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

Promulgated:

December 19, 2018 *lal*

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RESOLUTION

LAGOS, J.:

For resolution is accused Haber Amin Asarul and Camlian Borjal's *Manifestation and Motion* dated November 16, 2018 and accused Asarul and Borjal's *Supplemental* (to the *Manifestation and Motion* dated November 16, 2018) dated November 27, 2018. The Prosecution filed its *Comment* (on the *Manifestation and Motion* dated November 16, 2018) dated November 28, 2018.

In its *Manifestation and Motion*, both accused alleged:

1. that pursuant to the Municipality of Sumisip, Basilan's Sanggunian Bayan (SB) Resolution No. 02, Series of 2018, a Compromise

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Agreement (CA) was entered into by and between the accused and the Municipality of Sumisip represented by Municipal Mayor Gulam Boy S. Hataman; and

2. that pursuant to the aforesaid SB Resolution and CA, the accused has remitted and/or paid the amount of ONE MILLION PESOS (Php1,000,000.00), which amount was accepted and received by the Municipality of Sumisip and the balance will be paid in an amount not less than Php80,000.00 per month until fully paid.¹

Considering this, both accused pray that judgment be rendered pursuant to the said compromise agreement. In the *Supplement* to their motion, both accused submitted proof of payment representing the balance of the unpaid Government Service Insurance System (GSIS) contributions for the period of October 2007 to May 2008, subject of Criminal Case Nos. SB-15-CRM-0211 to 0218.

The Prosecution opposes the issuance of a judgment based on the compromise agreement between the accused and the Municipality of Sumisip because both accused did not comply with the conditions set by the Ombudsman in its approval memorandum dated January 24, 2018.

RULING

At the outset, it should be emphasized that the Court cannot issue a judgment based on the aforesaid Compromise Agreement because these are criminal cases. Be that as it may, it appears that both accused have complied only with the first of two conditions imposed by the Ombudsman for them to plea bargain, to wit:

- a. Payment of the eight unremitted GSIS contributions for October 2007 to May 2008 subject of Case Nos. SB-15-CRM-0211 to 0218 in the amount of Php3,063,012.19; and
- b. Payment of at least 60% of the interests and penalties (as of December 31, 2017, the interests and penalties amount to Php7,254,065.13) – to be coordinated with the Municipality of Sumisip, in view of the 60% condonation of interest granted by the GSIS to the said municipality. As discussed

¹ Records, Vol. 2, p. 284.

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above, the GSIS can only grant condonation to the municipality.²


Both accused submitted machine copies of Official Receipt Nos. 3642538 (Php1,000,000.00) and 3642539 (Php2,063,012.19) issued by the Municipality of Sumisip. The GSIS, in a letter dated June 1, 2018,³ allowed both accused to pay these amounts directly to the said municipality.

What remains unpaid is the 60% of the interests and penalties arising from the late payments of the GSIS contributions which are the subject of Criminal Case Nos. SB-15-CRM-0219 to 0227. Such payment, We understand, must be coordinated between the accused, the Municipality of Sumisip and the GSIS. Payment on the interest and penalties has not yet been made.

Consequently, the Court can only entertain a change of plea for Criminal Case Nos. SB-15-CRM-0211 to 0218, as there appears to be full payment of the amount of Php3,063,012.19 by both accused. For Criminal Case Nos. SB-15-CRM-0219 to 0227, the Court will direct the prosecution to rest its case by filing a formal offer of evidence, unless both accused can later on submit proof of compliance that they have paid the interests and penalties which are the subject of these cases.

WHEREFORE, premises considered, the Court **ORDERS** that a hearing be held on January 18, 2019 at 8:30 in the morning, for the re-arraignment of both accused in SB-15-CRM-0211 to 0218. Both accused are directed to show proof of their payment of the interest and penalties subject of SB-15-CRM-0219 to 0227, within thirty (30) days from notice. Judgment based on the Compromise Agreement is **DENIED**.

SO ORDERED.


RAFAEL R. LAGOS
 Chairperson
 Associate Justice

² Records, Vol. 2, p. 301.


³ Records, Vol. 2, p. 270.

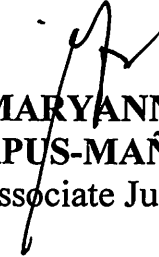


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WE CONCUR:


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


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

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