



REPUBLIC OF THE PHILIPPINES
Sandiganbayan
 Quezon City

SIXTH DIVISION

MINUTES of the proceedings held on July 29, 2020

PRESENT:

HON. SARAH JANE T. FERNANDEZ.....Associate Justice
HON. KARL B. MIRANDA.....Associate Justice
HON. KEVIN NARCE B. VIVERO.....Associate Justice

The following resolution was adopted:

SB-18-CRM-0003 to 0005 -

PEOPLE vs. ARTHUR C. YAP, ET AL.

On May 24, 2019, accused Ronilo A. Beronio entered his plea of “Not Guilty” in these cases.¹ Subsequently, he manifested to the prosecution his willingness to plead guilty to the three (3) counts of Violation of Sec. 7(a) of Republic Act No. 6713 (R.A. No. 6713).² As a result, the prosecution and accused Beronio, through counsel, filed their *Joint Motion to Approve Plea Bargaining Agreement*.³

Before ruling on the parties' *Joint Motion*, this Court must first address the matter of potentially violating accused Beronio's right against double jeopardy if he is allowed to enter a plea of “guilty” to three (3) counts of Violation of Sec. 7(a) of Republic Act No. 6713 (R.A. No. 6713), in conformity with the parties' proposed terms.

Sec. 21, Art. III of the Constitution provides for the right against double jeopardy. *Viz.:*

Sec. 21. No person shall be twice put in jeopardy of punishment for the same offense. If an act is punished by a law and an ordinance, conviction or acquittal under either shall constitute a bar to another prosecution for the same act.

The right under the first sentence of Sec. 21 provides three (3) related protections, namely: (1) against a second prosecution for the same offense after

¹ Record, Vol. 15, pp. 229, 233-A and 233-B

² *Joint Motion to Approve Plea-Bargaining Agreement* dated September 12, 2019, p. 1

³ Dated September 12, 2019 and filed on September 25, 2019

acquittal, (2) against a second prosecution for the same offense after conviction, and (3) against multiple punishments for the same offense.⁴

The accusatory portion of the three (3) Informations read:

SB-18-CRM-0003

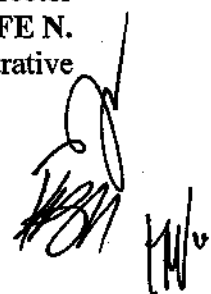
That from the year 2008 to 2009 or sometime prior or subsequent thereto, in Diliman, Quezon City, Philippines, and within this Honorable Court's jurisdiction, accused public officers **ARTHUR YAP y CUA**, then Secretary of the Department of Agriculture (DA) and Chairman of the Board of Trustees of the Philippine Rice Research Institute (PhilRice) **RONILLO BERONIO y ALEJANDRO**, then Executive Director of PhilRice, **JOHNIFER BATARA y GALAMAY, FE D. LAYSA, WILLIAM PADOLINA y GONZALES, WINSTON C. CORVERA, GELIA CASTILLO y TAGUMPAY, SENEN BACANI y CARLOS,** and **RODOLFO UNDAN y CORPUZ**, all Members of PhilRice Board of Trustees, while in the performance of their administrative and/or official functions, conspiring with one another, acting with manifest partiality, evident bad faith and/or gross inexcusable negligence, did then and there willfully, unlawfully and criminally give unwarranted benefits and advantage to PhilRice Car Plan's beneficiary-employees, namely: Ronilo A. Beronio, Sophia T. Borja, Rolando T. Cruz, Rodolfo S. Escabarte, Jr., Sergio R. Francisco, Manuel G. Gaspar, Edgar M. Libetario, Mario M. Movillon, Evangeline B. Sibayan, and Artemio B. Vasallo, by instituting said Car Plan that allowed the said beneficiary-employees to obtain personal loans from the Philippine National Bank (PNB) for the purchase of their private cars, secured by the PhilRice funds through Hold Out Agreements with PNB; which private cars were then leased by PhilRice for the official use of the beneficiary-employee without the benefit of public bidding; with the beneficiary-employee being still entitled to transportation allowance despite the use of an official vehicle; thereby causing undue injury to PhilRice for it could not utilize its deposits with PNB during the subsistence of the loans and its failure to obtain the best possible car rental deals, among other things.

CONTRARY TO LAW.

SB-18-CRM-0004

That in 2009 or sometime prior or subsequent thereto, in Diliman, Quezon City, Philippines, and within this Honorable Court's jurisdiction, accused public officers **ARTHUR YAP y CUA**, then Secretary of the Department of Agriculture (DA) and Chairman of the Board of Trustees of the Philippine Rice Research Institute (PhilRice), **JOHNIFER BATARA y GALAMAY, FE D. LAYSA, WILLIAM PADOLINA y GONZALES, WINSTON C. CORVERA, GELIA CASTILLO y TAGUMPAY, SENEN BACANI y CARLOS,** and **RODOLFO UNDAN y CORPUZ**, all Members of PhilRice Board of Trustees, PhilRice Executive Director **RONILLO BERONIO y ALEJANDRO** (Beronio) and Cashier IV **FE N. LUMAWAG** (Lumawag) while in the performance of their administrative

⁴ Please see *People v. Dela Torre*, G.R. No. 137953-58, April 11, 2002



and/or official functions, conspiring with one another, did then and there willfully, unlawfully, and criminally enter into contracts/transactions in behalf of the government that were manifestly and grossly disadvantageous to it, with Beronio and Lumawag signing Hold Out Agreements (HOAs) with the Philippine National Bank (PNB), pursuant to the PhilRice Car Plan instituted by the PhilRice Board of Trustees comprised of the above-mentioned accused, subjecting PhilRice's deposit with PNB to the agreement that said deposit will not be withdrawn until the car/personal loans guaranteed are paid in full amounting to PhP15,780,000.00

CONTRARY TO LAW.

SB-18-CRM-0005

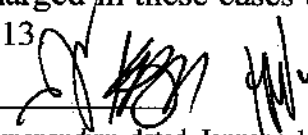
That from 2008 to 2010 or sometime prior or subsequent thereto, in Diliman, Quezon City, Philippines, and within this Honorable Court's jurisdiction, accused **RONILLO BERONIO y ALEJANDRO**, a public officer being the Executive Director of Philippine Rice Research Institute (PhilRice), while in the performance of his administrative and/or official functions, did then and there, willfully, unlawfully and criminally, intervene in contracts/transactions over which he had direct financial or pecuniary interest by issuing Administrative Orders setting the guidelines for the PhilRice Car Plan and entering into Hold Out Agreements with the Philippine National Bank (PNB), on behalf of PhilRice, whereby PhilRice funds were used as security for the loan obligations of PhilRice employees under the PhilRice Car Plan, all the while being himself a beneficiary of the PhilRice Car Plan.

CONTRARY TO LAW.

In SB-18-CRM-0004, accused Beronio is charged with entering into contracts that are manifestly and grossly disadvantageous to the government, in particular, by signing Hold Out Agreements (HOAs) with the Philippine National Bank (PNB). In SB-18-CRM-0005, he is charged with intervening in contracts/transactions over which he had direct financial and/or pecuniary interest, in particular, also by entering into said HOAs.

In is apparent that in the aforementioned cases, accused Beronio is being charged for the same act of allegedly entering into the subject HOAs. The acts being attributed to accused Beronio in SB-18-CRM-0004 and in SB-18-CRM-0005 are based on the same set of facts. If the acts in these cases constitute Violation of Sec. 7(a) of R.A. No. 6713, the offenses are identical and accused Beronio may be punished twice for the very same offense.

The parties, in their respective memoranda,⁵ argue that double jeopardy will not attach if the Court approves the plea bargaining agreement downgrading the offenses charged in these cases to three (3) counts of Violation of Sec. 7(a) of R.A. No. 6713.


⁵ Prosecution's *Memorandum* dated January 16, 2020, filed on January 17, 2020; Accused Beronio's *Memorandum* dated January 16, 2020, filed on January 17, 2020

For double jeopardy to attach, the following elements must concur: (1) a valid information sufficient in form and substance to sustain a conviction of the crime charged; (2) a court of competent jurisdiction; (3) the accused has been arraigned and had pleaded; and (4) the accused was convicted or acquitted or the case was dismissed without his or her express consent.⁶

According to the prosecution, double jeopardy will not attach because there was no previous conviction, acquittal, or dismissal of the case without the accused' express consent.

This Court agrees with the prosecution's position that double jeopardy will not yet attach upon the approval of the parties' plea bargaining agreement. At that point, one element will still be lacking—conviction, acquittal or dismissal of the case without accused Beronio's express consent. However, if the Court approves the parties' agreement, accused Beronio will necessarily be re-arraigned, and will enter a plea of "guilty" for three (3) counts of Violation of Sec. 7(a) of R.A. No. 6713, and the Court will eventually have to render its judgment convicting accused Beronio therefor, all in accordance with the terms of said plea bargaining agreement. It must be recalled that two (2) of the counts will be based on the very same act. Accused Beronio will be punished twice for the very same offense. This is the precise situation sought to be prevented by the constitutional guarantee against double jeopardy.

However, in SB-18-CRM-0005, in addition to allegedly entering into the subject HOAs, the act of issuing administrative orders setting guidelines for the PhilRice Car Plan is also being attributed to him. Rendering a judgment of conviction for such act, which is separate from the act of entering into said HOAs—and therefore, constitutes a different offense—will not violate accused Beronio's right against double jeopardy. Such act may not constitute an offense under Sec. 7(a) of R.A. No. 6713, but considering that Sec. 2, Rule 116⁷ of the Rules of Court provides that no amendment of the complaint or information is necessary, accused Beronio may be allowed to plead guilty of Violation of Sec. 7(a) of R.A. No. 6713 for such act without having to amend the Information in said case.

In any event, this Court is not unaware that the Supreme Court had previously ruled that the constitutional guarantee against double jeopardy may be waived in cases where the accused appeals from a judgment of conviction,⁸ in cases of conditional arraignment,⁹ and those where the accused gives express

⁶ Please see *People v. Alejandro*, G.R. No. 223099, January 11, 2018

⁷ Sec. 2. *Plea of guilty to a lesser offense.* – At arraignment, the accused, with the consent of the offended party and the prosecutor, may be allowed by the trial court to plead guilty to a lesser offense which is necessarily included in the offense charged. After arraignment but before trial, the accused may still be allowed to plead guilty to said lesser offense after withdrawing his plea of no guilty. No amendment of the complaint or information is necessary.

⁸ Please see *Philippine Rabbit Bus Lines, Inc. v. People* (G.R. No. 147703, April 14, 2004); *People v. Torres* (G.R. No./189850, September 22, 2014)

⁹ Please see *People v. Espinosa* (G.R. Nos. 153714-20, August 15, 2003); *Braza v. Sandiganbayan* (G.R. No. 195032, February 20, 2013)

consent to the dismissal of a case.¹⁰ The Supreme Court, however, held that the waiver of such constitutional right must be clear, categorical, knowing and intelligent. As held in *People v. Espinosa*:¹¹

It has been the unwavering position of this Court that substantial rights cannot be trifled with or cast aside on the basis of mere suppositions or conjectures. The relinquishment of a constitutional right has to be laid out convincingly. Such waiver must be clear, categorical, knowing and intelligent.

In his *Waiver of Right Against Double Jeopardy*,¹² accused Beronio expressly, and in no uncertain terms, waived his constitutional right against double jeopardy in these cases. This Court notes that accused Beronio, the Presiding Judge of the Municipal Circuit Trial Court in Roxas-Cagayancillo, Palawan, was assisted by counsel in making such waiver, ensuring that the same was done with voluntariness and full comprehension of the consequences of the proposed terms of the plea bargaining agreement, if allowed by this Court.

It appearing that the Ombudsman and the Special Prosecutor have given their consent,¹³ in accordance with Sec. 2, Rule 116 of the Rules of Court,¹⁴ the Court resolves to **GRANT** the parties' *Joint Motion*. Set the arraignment of accused Ronilo A. Beronio on October 2, 2020, at the 2nd Division Court Room, Sandiganbayan Centennial Building, Quezon City.

Furnish all other accused with a copy of this Resolution.

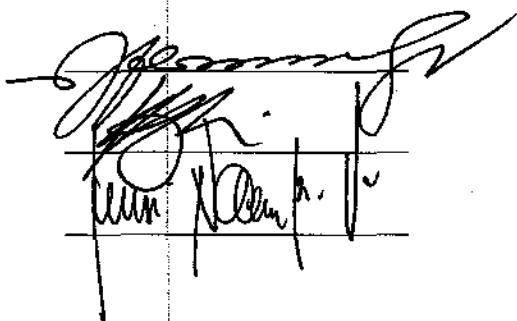
SO ORDERED.

APPROVED:

FERNANDEZ, SJ, J., *Chairperson*

MIRANDA, J.

VIVERO, J.



¹⁰ Please see *Paulin v. Gimenez* (G.R. No. 103323, January 21, 1993), citing *People v. Salico* (G.R. No. L-1567, October 13, 1949);

¹¹ G.R. Nos. 153714-20, August 15, 2003

¹² Dated March 13, 2020 and filed by electronic mail on June 8, 2020

¹³ *Joint Motion to Approve Plea Bargaining Agreement* dated September 12, 2019, p. 1; Portions of the *Memorandum* dated June 10, 2019 (attached to the *Joint Motion to Approve Plea Bargaining Agreement* dated September 12, 2019)

¹⁴ *Supra* Note 7