



REPUBLIC OF THE PHILIPPINES  
SANDIGANBAYAN  
Quezon City

**THIRD DIVISION**

**PEOPLE OF THE PHILIPPINES,**  
*Plaintiff,*

Crim. Case No.  
**SB-18-CRM-0458**  
*For: Violation of Section  
Section 3(e), R.A. No.  
3019, as amended*

-versus-

**RENATO P. MANILLA,  
ET AL.,**  
*Accused.*

Present:

Cabotaje-Tang, A.M., *PJ,*  
*Chairperson*  
Fernandez, B.R., *J.* and  
Moreno, R.B. *J.*

PROMULGATED:

FEBRUARY 15, 2021

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**RESOLUTION**

***Moreno, J.:***

For resolution is the *Motion for Reconsideration*<sup>1</sup> filed by accused Renato P. Manilla, Porferio E. Calderon, Jr., Fernando R. Balbin, Elizer R. Balbin and Alfredo G. Lim dated October 16, 2020, to which the prosecution

<sup>1</sup> Record, pp. 322-330.

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(through the Office of the Special Prosecutor) filed its *Opposition x x x*<sup>2</sup> on November 2, 2020.

In their Motion, accused Manilla, et al. moved to reconsider the Court's September 29, 2020 Resolution which denied their motion to plead guilty to a lesser offense.<sup>3</sup>

Manilla, et al. alleged that the Sandiganbayan's 7<sup>th</sup> Division has allowed a plea of guilty to a lesser offense of violation of Section 7(a) of Republic Act No. 6713 (or the Code of Conduct and Ethical Standards for Public Officials and Employees) in lieu of violation of Section 3 (e) of R.A. No. 3019, as amended, in the several cases like *People v. Yogore, et al.*; *People v. Fajardo*; and *People v. Datumanong, et al.* They added that Section 7(a) of R.A. No. 6713 is necessarily included in Section 3(e) of R.A. No. 3019

Manilla, et al. further argued that a bidder's bond cannot be required considering that the bidding was only for price determination, and that the approved budget was only ₱1.00.

In its *Opposition*, the People of the Philippines (through the Office of the Special Prosecutor) prayed for the denial of the motion for reconsideration. It countered that *People v. Yogore* was not on all fours with the circumstances attendant in the present case. The People further argued that this Court's 3<sup>rd</sup> Division was not bound to follow the rulings of the other divisions of the Anti-Graft Court.

The *People* also added that the prosecutor need not accept an offer to plead guilty to a lesser offense if he or she prefers to go to trial.

### **OUR RULING:**

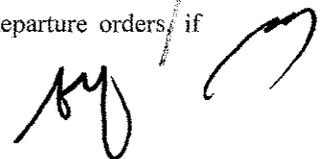
After due consideration, we **deny** the present motion for reconsideration.

We point out at the outset that the arguments of the accused are essentially a reiteration of the points they previously raised in their *Motion for Leave to Plead Guilty to a Lesser Offense*. These arguments have already been deliberated and passed upon by this Court, and we see no reason to overturn our previous ruling on the matter.

We emphasize that a violation of Section 7(a) of R.A. No. 6713 requires the public official or employee to **have a direct or indirect financial or material interest in any transaction requiring the approval** 

<sup>2</sup> *Id.* at 331-343.

<sup>3</sup> In their motion, the accused also prayed that warrants of arrests and hold departure orders, if issued, be permanently cancelled.



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**of their office.** To recall, the Amended Information in the present case alleged that the accused high-ranking public officers (being the City Treasurer/BAC Chairman, City Budget Officer, City Engineer, City General Services Officer, and Executive Assistant, respectively), acting with evident bad faith, manifest partiality and/or gross inexcusable negligence, gave D.K. Jocson Construction unwarranted benefit, advantage or preference by:

- (1) Recommending, awarding, causing and/or ensuring the award of the renewals of the contract of lease executed on September 10, 2007 in favor of D.K. Jocson Construction involving several heavy equipment, for the periods: 1 March 2008 to 31 December 2008 and January 2009 to March 31, 2009, which were intended for the rehabilitation and gravelling of dike and various farm-to-market roads in the city, despite the following irregularities: (a) unauthorized/irregular original contract of lease; (b) lack of public bidding; and (c) unjustified resort to repeat order; and
- (2) Entering into contracts for the renewal of lease without prior authority from the Sangguninang Panlungsod of the City of Sipalay, in violation of existing laws, rules and regulations to the damage and prejudice of the government.

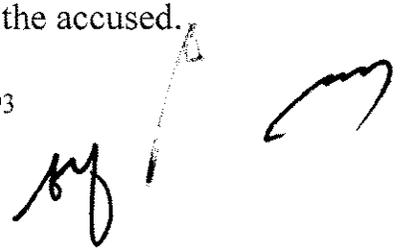
Notably, this Amended Information did not allege the possession by any of the accused of any financial or material interest – whether directly or indirectly – in the transaction requiring the approval of their office.

As the Court has previously pointed out, the Information in *Yogore* alleged the material and financial interest on the part of accused Municipal Mayor Romel P. Yogore by stating that the procurement of construction materials for the repair and improvement of the Rural Health Unit of the Municipality of Valladolid worth ₱230, 395.31 had been unlawfully awarded to JB Nieve Hardware & Construction Supplies, owned by accused Yogore's brother-in-law, Jonie B. Nieve. As the Court stated in *Yogore* itself, *it is necessary that the ingredients of the offense of violation of Section 7(a) of RA No. 6713, the provision to which the accused seeks to plead guilty to, be found in the Information.*

We likewise find the reliance of the accused in *People v. Datumanong, et al.* and *People v. Fajardo* to be misplaced.

In *People of the Philippines v. Simeon Ampatuan Datumanong, et al.*,<sup>4</sup> decided by this Court's Seventh Division on October 18, 2019, the prosecution manifested to the Court that they are not opposing the accused's change of plea. In fact, Prosecutor Joshua A. Tan informed the Court that the Honorable Ombudsman Samuel R. Martirez have authorized them to enter into a plea bargaining agreement with the accused.

<sup>4</sup> Criminal Case No. SB-17-CRM-2092 to 2093



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Similarly, in *People of the Philippines v. Carlito Dan Antonio Fajardo*<sup>5</sup> (also decided by this Court's 7<sup>th</sup> Division on May 10, 2019), the prosecution manifested in open court that it is willing to accept the plea bargain offer of accused Fajardo, and that the Office of the Special Prosecutor had secured authority from the Ombudsman to consent to the guilty plea offer of accused to a lesser offense of committing of Sec. 7 (a) of R.A.No.6713.

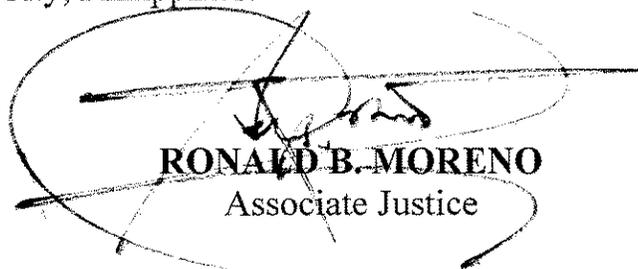
In the present case, however, the prosecution has consistently manifested its refusal to give its consent to the offer to plea bargain to Section 7(a) of R.A. No. 6713. In fact, it is contesting the claim of the accused that the supposed bidding was merely for price determination. It bears pointing out that a plea bargaining under Section 2, Rule 116 of the Rules of Court requires the consent of the offended party and the prosecutor.

At any rate, the Court's Third Division is not bound by the rulings of the other Divisions of the Anti-Graft Court, considering that only decisions of the Honorable Supreme Court establish jurisprudence or doctrine in this jurisdiction.

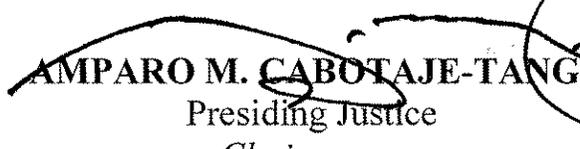
**WHEREFORE**, in light of all the foregoing, the present motion for reconsideration filed by accused Renato P. Manilla, et al. is **DENIED** for lack of merit.

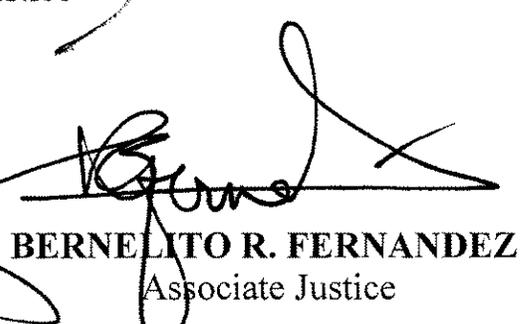
**SO ORDERED.**

Quezon City, Philippines.

  
**RONALD B. MORENO**  
Associate Justice

**WE CONCUR:**

  
**AMPARO M. CABOTAJE-TANG**  
Presiding Justice  
*Chairperson*

  
**BERNELITO R. FERNANDEZ**  
Associate Justice

<sup>5</sup> Criminal Case No. SB-17-CRM-0064 to 0069