



REPUBLIC OF THE PHILIPPINES

*Sandiganbayan*

Quezon City

SIXTH DIVISION

PEOPLE OF THE PHILIPPINES, **SB-15-CRM-0095**  
Plaintiff, For: Violation of Sec. 3(e)  
of R.A. No. 3019

- versus -

*Present*

**FERNANDEZ, SJ, J.,**  
Chairperson  
**MIRANDA, J. and**  
**VIVERO, J.**  
**ROLANDO C. ALONZO, ET AL.,**  
Accused.

*Promulgated:*

*June 9, 2021*

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**RESOLUTION**

**FERNANDEZ, SJ, J.**

This resolves the following:

1. *Motion to Dismiss*<sup>1</sup> filed by accused Guillermo G. Sy, Alison A. Sy, and Renato C. Ang (accused Sy, et al.);
2. The prosecution's *Comment/Opposition (In re: Motion to Dismiss)*;<sup>2</sup>
3. *Manifestation With Motion to Dismiss*<sup>3</sup> filed by accused Rolando C. Alonzo; and,
4. *Motion to Join and Adopt the Motion to Dismiss Dated 31 May 2021*<sup>4</sup> filed by accused Teresita C. Cometa

<sup>1</sup> Dated May 31, 2021 and filed by electronic mail on even date

<sup>2</sup> Dated June 1, 2021 and filed by electronic mail on June 3, 2021

<sup>3</sup> Dated June 1, 2021 and filed by electronic mail on June 2, 2021

<sup>4</sup> Dated June 1, 2021

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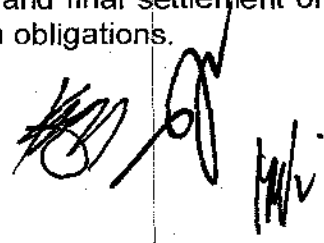
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In their *Motion to Dismiss*, accused Sy, et al. pray for the dismissal of the present case. They aver:

1. One of the elements of Violation of Sec. 3(e) of R.A. No. 3019 is that the accused caused undue injury to any party, whether the government or a private party.
2. The Amended Information alleges that the accused, conspiring with each other, caused the approval of the guarantee facility in favor of World Grannary Inc. (WGI) in the amount of ₱1.8 Billion, despite the fact that WGI was not qualified therefor, and caused undue injury to TIDCORP.
3. The alleged damage is the subject matter of TIDCORP's claim against WGI in the rehabilitation proceedings entitled *In the Matter of Petition for Rehabilitation for Suspension of Actions and Proceedings against Petitioner World Grannary, Inc.*, pending before Branch 57 of the Regional Trial Court (RTC) in Lucena City, docketed as Spec. Proc. No. 2006-77.
4. In their *Manifestation* dated May 10, 2021, they informed this Court that TIDCORP accepted, and was paid, the amount of ₱996.04 Million in full, complete, and final satisfaction of its claim against WGI.
  - a. On July 16, 2019, the RTC in Lucena City, Branch 57, issued an Order granting the Receiver's Motion to Allow the Sale of the Controlling Interest in WGI, subject to the condition that all claims of WGI's creditor's will be paid from said amount.
  - b. In the Order dated January 22, 2021, the RTC sustained the Rehabilitation Receiver's recommendation to approve the sale of WGI's assets to interested parties to pay off its debts, other liabilities and obligations/expenses.
  - c. On March 4, 2021, WGI and Universal Robina Corp. (URC) entered into and executed an Asset Sale Purchase Agreement for the purchase and sale of WGI's assets for ₱1.5 billion. The proceeds of the sale were deposited in an escrow account for the benefit of WGI's creditors, including TIDCORP or PhilEXIM (now PHILGUARANTEE).
  - d. TIDCORP or PHILGUARANTEE withdrew and/or received the amount of ₱966,040,000.00 from the escrow account in full, complete and final settlement of its claim against WGI from certain obligations.



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5. Considering that TIDCORP had already been paid, and had accepted the amount of ₱966,040,000.00 in full, complete, and final satisfaction of its claim against WGI, there is no more undue injury or damage to TIDCORP, and there is no more basis to proceed with the prosecution of all accused in the present case. Therefore, consistent with the ruling in *Llorente v. Sandiganbayan*,<sup>5</sup> the present case must be immediately dismissed.

In its *Comment/Opposition*, the prosecution counters:

1. Accused Sy, et al.'s Motion is a prohibited motion, and thus, it is a mere scrap of paper.
  - a. Sec. 12(a), Rule 15<sup>6</sup> of the 2019 Proposed Amendments to the 1997 Rules of Civil Procedure (A.M. No. 19-10-20-SC) provides for the prohibited motions and the exceptions thereto.
  - b. The ground relied upon by accused Sy, et al. is not one of the grounds allowed for a motion to dismiss.
2. The grounds relied upon by accused Sy, et al. are matters of evidence.
  - a. That the amount of ₱966,040,000.00 was paid to TIDCORP in full, complete, and final satisfaction of its claim against WGI is a mere assertion of accused Sy, et al. No evidence was presented to support said assertion.
  - b. Accused Sy, et al. should not be allowed to present evidence *via* mere manifestation. It will violate the *People's* right to due process.
  - c. Even assuming that the assertions in the Motion are correct, it will not necessarily mean the absence of undue injury or damage against the *People*.
    - i. Said amount paid is less than 12% of what is actually due to TIDCORP as of July 2017.

<sup>5</sup> G.R. No. 122166, March 11, 1998

<sup>6</sup> Sec. 12. *Prohibited motions.* – The following motions shall not be allowed:

- (a) Motion to dismiss except on the following grounds:
  - 1) That the court has no jurisdiction over the subject matter of the claim;
  - 2) That there is another action pending between the same parties for the same cause; and
  - 3) That the cause of action is barred by a prior judgment or by the statute of limitations;

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- ii. The settlement amount is less than 62% of the principal amount of US\$33,027,000.00 or ₱1,576,147,521 based on the current exchange rate.
- iii. TIDCORP's act of entering into the settlement may result in violation of Sec. 3(g) of R.A. No. 3019 by foregoing the collection of more than 6 billion of liability.

In their respective Motions, accused Alonzo, and accused Cometa, manifest that they are adopting the *Motion to Dismiss* of accused Sy, et al., and similarly pray for the dismissal of the present case. The Court did not require the prosecution to file a separate comment/opposition to said accused's Motions, considering that they merely adopted the *Motion to Dismiss* of accused Sy, et al.

THE COURT'S RULING

The *Motions to Dismiss* of the accused are devoid of merit, and should be denied.

According to the accused, the present case must be immediately dismissed because there is no more undue injury or damage to TIDCORP, after TIDCORP was paid, and accepted, the amount of ₱966.04 million in a rehabilitation case before the RTC in Lucena City, in full, complete, and final satisfaction of its claim against WGI. This Court is not persuaded.

First. The accused failed to show any basis for the outright dismissal of the present case. They have not cited any provision of law or rules of procedure, or any ruling of the Supreme Court, authorizing the dismissal of the present case during the presentation of evidence for the defense, solely grounded on the assertion that one of the elements of the offense charged is negated, without this Court passing upon the merits of the case.

Second. In the event that undue injury is proved beyond reasonable doubt, payment or the recovery of the money will not affect the criminal liability of the accused, but will merely extinguish the civil liability arising from the commission of the crime. The Supreme Court's ruling in *Suller v. Sandiganbayan*<sup>7</sup> is instructive. To wit:

<sup>7</sup> G.R. No. 153686, July 22, 2003

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In the case of *Llorente v. Sandiganbayan*, petitioner was charged with violation of Sec. 3(e), R.A. 3019 for withholding the salaries and allowances of complainant. Petitioner was, however, acquitted because the prosecution failed to specify and prove any other loss or damage sustained by the complainant, other than the amount of the salaries and allowances justifiably withheld by the petitioner for failure of the complainant to comply with the required clearance and which was eventually received by her. Further, the alleged financial stress which complainant suffered was inadequate and largely speculative. The "long period of time" that her emoluments were withheld was not constitutive of "undue injury". In acquitting petitioner, it was held that:

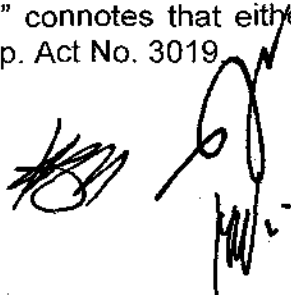
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Petitioner's reliance in the ruling of the above-entitled case is misplaced. In the case at bar, we find that the undue injury to SPO1 Nicolas was indubitably proved, specified and quantified. SPO1 Nicolas suffered injury to the extent of P2,000, the amount he handed over to petitioner. The fact that the money extorted by petitioner was immediately recovered as a consequence of the NBI agents' timely entrapment will not in any way affect his criminal liability. Petitioner gained actual possession of the money and it matters not even if he had no occasion or opportunity to dispose of the same because at the precise moment he received the money and placed it inside his pocket with the evil motive of appropriating it as his own, the offense was already consummated. Thus, the Sandiganbayan was correct in saying that the recovery of the money merely extinguished his civil liability arising from the commission of the crime.

Third. Even assuming that payment negates undue injury, the accused's *Motions to Dismiss* still have no leg to stand on because payment will not similarly negate giving unwarranted benefits, advantage or preference. In *Cabrera v. Sandiganbayan*,<sup>8</sup> the Supreme Court held:

There are two (2) ways by which a public official violates Section 3(e) of Rep. Act No. 3019 in the performance of his functions, namely: (a) by causing undue injury to any party, including the Government; or (b) by giving any private party any unwarranted benefit, advantage or preference. The accused may be charged under either mode or under both. In *Quibal v. Sandiganbayan*, the Court held that the use of the disjunctive term "or" connotes that either act qualifies as a violation of Sec. 3(e) of Rep. Act No. 3019.

<sup>8</sup> G.R. Nos. 162314-17, October 25, 2004



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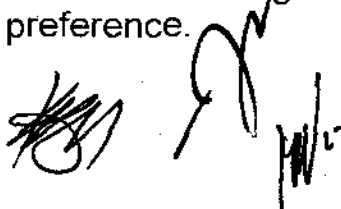
An examination of the Amended Information in the present case would show that the accused are charged under both modes, *i.e.*, by causing undue injury to any party, including the Government, and by giving any private party any unwarranted benefit, advantage or preference. *Viz.:*

That during the period from April 9, 2003 to December 31, 2003, or sometime prior or subsequent thereto, in Makati City, Philippines and within the jurisdiction of this Honorable Court, accused **ROLANDO C. ALONZO**, and **TERESITA C. COMETA**, public officers, being then the Executive Vice-President for Marketing Group – Large Account and Account Officer for Marketing Group – Large Account, respectively, of the Trade and Investment Development Corporation of the Philippines (“TIDCORP”), in such capacity and committing the offense in relation to office and while in the performance of their official functions, conniving, confederating and mutually helping each other and with accused **ALISON A. SY, GUILLERMO G. SY, DERICK CHESTER A. SY, RENATO C. ANG, AND NENA C. ANG**, private individuals and officers and shareholders of World Grannary Incorporated, with address at 15<sup>th</sup> floor Trident Tower, 312 Sen. Gil J. Puyat Avenue, Makati City, with manifest partiality or evident bad faith or **gross inexcusable negligence**, did then and there, willfully, unlawfully and criminally give unwarranted benefits, advantage or preference to World Grannary Incorporated by causing the approval of the guarantee facility in favor of World Grannary Incorporated in the amount of Php1.80 billion or US\$33.027 million, knowing fully well, and having failed to apprise the Board of Directors and the Credit Committee of TIDCORP, that World Grannary Incorporated is not qualified to be extended a guarantee for failure to comply with certain conditions imposed by the Credit Committee and the Board of Directors of TIDCORP, whereby, when World Grannary Incorporated defaulted to pay its loan obligations, TIDCORP, as guarantor, paid the same but unable to recover the amount paid, thereby, causing undue injury to the Philippine government in the amount of Four Billion Two Hundred Twenty Eight Million Three Hundred Ninety One Thousand Seven Hundred Thirty One 60/100 Pesos (4,228,391,731.60).

CONTRARY TO LAW.

(underscoring supplied)

Even if TIDCORP's alleged acceptance of the amount of ₱966.04 million negates undue injury, there is still basis to proceed with the prosecution of the case, contrary to the accused's claim, because the accused are also charged with giving unwarranted benefits, advantage or preference.



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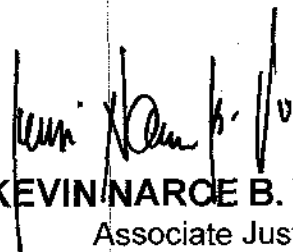
**WHEREFORE**, the respective *Motions to Dismiss* of accused Alonzo, accused Cometa, and of accused Guillermo G. Sy, Alison A. Sy, and Renato C. Ang, are hereby DENIED for lack of merit.

SO ORDERED.

  
**SARAH JANE T. FERNANDEZ**  
Associate Justice  
Chairperson

**We Concur:**

  
**KARL B. MIRANDA**  
Associate Justice

  
**KEVIN NARCE B. VIVERO**  
Associate Justice