



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:

MAY 12, 2018

X ----- X

RESOLUTION

Moreno, J.:

X-----X

For resolution are the *Motion for Leave to Plead Guilty to Lesser Offense*¹ filed by accused Renato P. Manilla, Porferio E. Calderon, Jr., Fernando R. Balbin, Elizer R. Balbin and Alfredo G. Lim dated July 20, 2022; the prosecution's *Comment x x x*² on July 21, 2022; and the *Plea Bargaining Agreement*³ dated December 15, 2021 jointly filed by the prosecution and the above-mentioned accused.

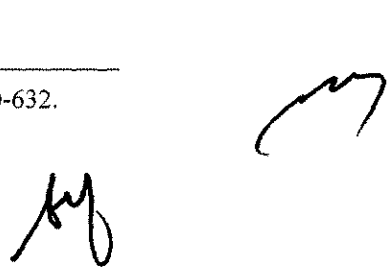
In their Motion, accused Manilla, et al. essentially prayed that they be allowed to enter their plea to the lesser offense of *Frauds against the public treasury and similar offenses* under Article 213 of the Revised Penal Code, as amended, with the consideration of the following mitigating circumstances: plea of guilty; voluntary surrender; accused had no intention to commit so grave a wrong as that committed; and seniority. Accordingly, the accused prayed that the proceedings be held in abeyance for at least one (1) month so that the parties can iron out the kinks of the proposed plea bargaining agreement, and then submit the same to this Court .

In its *Comment*, the People of the Philippines (through the Office of the Special Prosecutor) pointed out that plea bargaining may still be done during the trial proper and even after the prosecution has finished presenting its evidence. It thus interposed no objection to the prayer of the accused to suspend the proceedings in order to give the arties the opportunity to finalize the terms and conditions of the plea-bargaining agreement.

Under the terms of the submitted *Plea Bargaining Agreement*, the prosecution did not object, and gave its consent, to the accused's entering a plea of guilty to the lesser offense of *Frauds Against the Public Treasury and Similar Offenses* defined an penalized under Article 213, paragraph 1 of the Revised Penal Code, as amended, "subject to the sound discretion of the Honorable Court in imposing the penalty it may deem proper, taking into consideration the absence of any aggravating circumstance and mitigating circumstances of voluntary surrender and voluntary plea of guilty."⁴ The prosecution also pointed out that the Field Investigation Bureau of the Office of the Ombudsman for Visayas interposed no objection to the plea of guilty by the accused to Article 213 of the RPC through a letter dated November 4, 2021.

The same Agreement likewise stated that the accused understood all the particulars and consequences of their acts; and that the plea of guilty to a lesser offense shall be without prejudice to their right to pray for the suspension of the execution of their sentence and to be placed under probation.

¹ Record, pp. 630-632.
² *Id.* at 633-638.
³ *Id.* at 710-714.
⁴ *Id.* at 712

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THE COURT'S RULING:

We find the present motion **meritorious**.

Plea bargaining in criminal cases is a process where the accused and the prosecution work out a mutually satisfactory disposition of the case subject to court approval. It usually involves the defendant pleading guilty to a lesser offense or to only one or some of the counts of a multi-count indictment in return for a lighter sentence than that for the graver charge.⁵

Plea bargaining is a vital component of restorative justice. In giving preference to working out a mutually satisfactory resolution of the case sanctioned by the court over lengthy and protracted trial, both the state and the accused benefit. The plea bargaining mechanism affords speedy disposal and cost efficiency which significantly contribute to the restorative justice process.⁶

Ordinarily, plea bargaining is made during the pre-trial stage of the proceedings. However, it may also be made during the trial proper and even after the prosecution has finished presenting its evidence and rested its case.⁷

At any rate, a plea bargain still requires mutual agreement of the parties and remains subject to the approval of the court. The acceptance of an offer to plead guilty to a lesser offense is not demandable by the accused as a matter of right but is a matter addressed entirely to the sound discretion of the trial court.⁸

Section 2, Rule 116 of the Rules of Court expressly states:

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 not guilty. No amendment of the complaint or information is necessary.

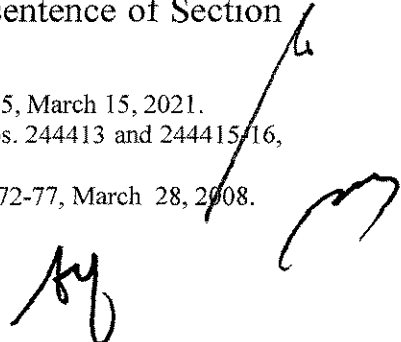
Section 2, Rule 116 of the Rules of Court presents the basic requisites upon which plea bargaining may be made, *i.e.*, that it should be with the consent of the offended party and the prosecutor, and that the plea of guilt should be to a lesser offense which is necessarily included in the offense charged. The rules however use word *may* in the second sentence of Section

⁵ See *People of the Philippines v. Naci Borrás y Lascano*, G.R. No. 250295, March 15, 2021.

⁶ See *Nurullaje Sayre y Malampad v. Hon. Dax Gonzaga Xenos*, G.R. Nos. 244413 and 244415-16, February 18, 2020.

⁷ See *Daan v. The Hon. Sandiganbayan (Fourth Division)*, G.R. Nos. 16372-77, March 28, 2008.

⁸ *Id.*



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2, denoting an exercise of discretion upon the trial court on whether to allow the accused to make such plea.⁹

The prosecutorial discretion inherent in a plea bargaining agreement is further emphasized in Rule 118, Section 1(a) of the Revised Rules of Criminal Procedure which mandates courts, including the Sandiganbayan, to consider plea bargaining during pre-trial:

SECTION 1. Pre-trial; Mandatory in Criminal Cases. — In all criminal cases cognizable by the Sandiganbayan, Regional Trial Court, Metropolitan Trial Court, Municipal Trial Court in Cities, Municipal Trial Court and Municipal Circuit Trial Court, the court shall, after arraignment and within thirty (30) days from the date the court acquires jurisdiction over the person of the accused, unless a shorter period is provided for in special laws or circulars of the Supreme Court, order a pre-trial conference to consider the following:

- (a) **plea bargaining;**
- (b) stipulation of facts;
- (c) marking for identification of evidence of the parties;
- (d) waiver of objections to admissibility of evidence;
- (e) modification of the order of trial if the accused admits the charge but interposes a lawful defense; and
- (f) such matters as will promote a fair and expeditious trial of the criminal and civil aspects of the case.¹⁰

We have carefully examined the proposed Plea Bargaining Agreement, and found nothing objectionable to it. We point out that the consent of the offended party and the prosecutor has been duly obtained. It is not disputed that the Office of the Special Prosecutor, upon the authority of the Ombudsman, has the power to enter into a plea bargaining agreement. As earlier stated, the Plea Bargaining itself stated that the FIB of the of the Ombudsman for Visayas, as the nominal complainant in this case, already manifested that it was not objecting to the accused's plea of guilty to Article 213 of the RPC. Significantly, the Plea Bargaining Agreement bore the approval of, among others, Ombudsman Samuel Martires and Special Prosecutor Edilberto Sandoval.¹¹ It bears reiterating that the acceptance of a plea bargain is purely upon the discretion of the prosecutor.

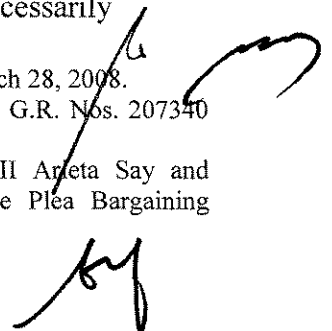
Corollarily, Section 5, Rule 120 of the Rules of Court states when an offense includes or is included in the other, as follows:

SEC. 5. *When an offense includes or is included in another.* -- An offense charged necessarily includes the offense proved when some of the essential elements or ingredients of the former, as alleged in the complaint or information, constitute the latter. And an offense charged is necessarily

⁹ See *Joselito Raniera Daan v. Hon. Sandiganbayan*, G.R. Nos. 163972-77, March 28, 2008.

¹⁰ See *Republic of the Philippines v. Sandiganbayan (Special Second Division)*, G.R. Nos. 207340 and 207349, September 16, 2020.

¹¹ Deputy Special Prosecutor Omar Sagadal, Assistant Special Prosecutor III Arleta Say and Assistant Special Prosecutor II Joan Paulette Nuñez were also signatories to the Plea Bargaining Agreement.



included in the offense proved, when the essential ingredients of the former constitute or form part of those constituting the latter.

An offense may be said to necessarily include another when some of the essential elements or ingredients of the former as alleged in the complaint or information constitute the latter. And vice versa, an offense may be said to be necessarily included in another when the essential ingredients of the former constitute or form part of those constituting the latter.

In the present case, the accused had been charged with violation of Section 3(e) of R.A. No. 3019, as amended. A violation under this provision requires that: (1) the accused is a public officer discharging administrative, judicial or official functions; (2) the accused acted with manifest partiality, evident bad faith or gross inexcusable negligence; and (3) the accused caused undue injury to any party including the Government, or giving any private party unwarranted benefits, advantage or preference in the discharge of his functions.¹²

On the other hand, Article 213 of the RPC reads:


Article 213. *Frauds Against the Public Treasury and Similar Offenses.*



- The penalty of *prision correccional* in its medium period to *prision mayor* in its minimum period, or a fine ranging from 200 to 10,000 pesos, or both, shall be imposed upon any public officer who:

1. In his official capacity, in dealing with any person with regard to furnishing supplies, the making of contracts, or the adjustment or settlement of accounts relating to public property or funds, shall enter into an agreement with any interested party or speculator or make use of any other scheme, to defraud the Government

The elements of this crime are: (a) that the offender is a public officer; (b) that he should have taken advantage of his office, that is, he intervened in the transaction in his official capacity; (c) that he entered into an agreement with any interested party or speculator or made use of any other scheme with regard to (1) furnishing supplies, (2) the making of contracts, or (3) the adjustment or settlement of accounts relating to public property or funds; and (d) that the accused had intent to defraud the Government.¹³

A perusal of the elements of both offenses, showed that the crime of frauds against the public treasury and similar offense is necessarily included in the crime charged, i.e, violation of Section 3(e) of R.A. No. 3019, as amended.





¹² See Danilo O. Garcia and Joven SD. Brizuela v. Sandiganbayan, G.R. No. 197204, March 26, 2014.

¹³ Luis Reyes, The Revised Penal Code Book Two, 19th ed., p. 436.

For clarity, the Amended Information 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:

X X X X

- (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.

As worded, accused were being indicted for essentially giving a private party (that is, D.K. Jocson Construction) unwarranted benefit, advantage or preference which caused damage to the Government.

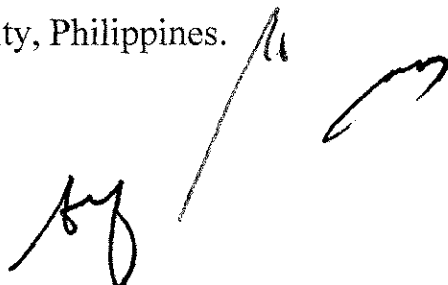
While it is well-settled that a defendant has no constitutional right to plea bargain, the Court must defer to prosecutorial decisions with regard to whom to prosecute in relation to the giving of consent to plea bargaining proposals. This pronouncement hold even more true in instances where there was no showing that the plea bargaining agreement had been attended with ill-motive or bad faith, as in this case.

WHEREFORE, in light of all the foregoing, the present motion filed by accused Renato P. Manilla, et al. is **GRANTED**. Accordingly, the Plea Bargaining Agreement is **APPROVED**.

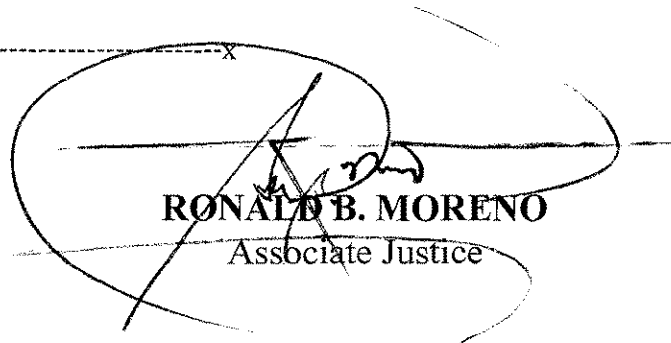
Set the re-arraignment of all the accused on July 1, 2022 at 8:30 a.m.

SO ORDERED.

Quezon City, Philippines.

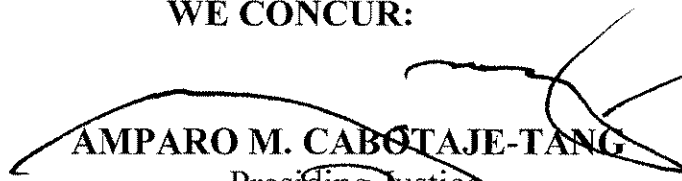


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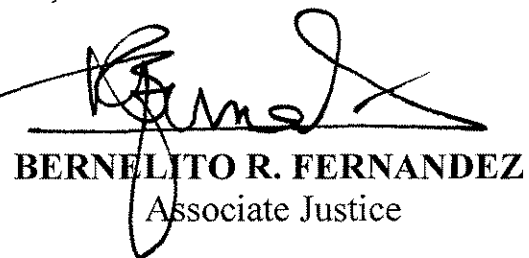


RONALD B. MORENO
Associate Justice

WE CONCUR:



AMPARO M. CABOTAJE-TANG
Presiding Justice
Chairperson



BERNELITO R. FERNANDEZ
Associate Justice