



Republic of the Philippines
SANDIGANBAYAN
Quezon City

THIRD DIVISION

PEOPLE OF THE PHILIPPINES,

Plaintiff,

SB-17-CRM-0663-64

For: Violation of Section
3(e) of R.A. No. 3019, as
amended.

-versus-

SB-17-CRM-0665-66

For: Malversation of Public
Funds (Art. 217 of the
Revised Penal Code)

**TEODULO "DOLOY"
MONTANCES COQUILLA, ALAN
ALUNAN JAVELLANA,
ENCARNITA-CRISTINA P.
MUNSOD, MA. JULIE A.
VILLARALVO-JOHNSON,
ROMULO M. RELEVO, MARGIE
TAJON LUZ, MA. CRISTINA
VIZCARRA,**

Accused.

Present:

CABOTAJE-TANG, A.M.
P.J.,
Chairperson,
FERNANDEZ, B.R., J. and
MORENO, R.B. J.

Promulgated:

DEBORA P. TOLU

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RESOLUTION

Moreno, J.:

For resolution are the separate *Motions for Reconsideration* filed by accused **ENCARNITA-CRISTINA P. MUNSOD** ("Munsod"),¹ and **ROMULO M. RELEVO** ("Relevo"),² assailing the Court's *Decision* promulgated on September 2, 2022, finding them guilty beyond reasonable doubt of violating Section 3(e) of R.A. No. 3019, as amended, and

¹ Record, Vol. IX, pp. 158-169.

² Record, Vol. IX, pp. 170-182.

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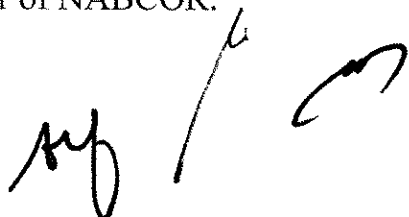
Malversation of Public Funds under Article 217 of the Revised Penal Code (“RPC”).

Motion for Reconsideration of Accused Munsod

Accused Munsod filed her *Motion for Reconsideration* which was received by the Court through electronic mail on September 19, 2022. In her *Motion for Reconsideration*, accused Munsod seeks reconsideration of the Court’s *Decision* based on the following grounds: (a) she cannot be convicted under Criminal Case Nos.: SB-17-CRM-0664 and SB-17-CRM-0666 for the reason that she is not a signatory of the Disbursement Voucher No. 08-07-0229; (b) there was no glaring deficiency in the attached supporting documents to the disbursement vouchers, i.e., Memorandum of Agreement, Letter of Endorsement and Project Proposal; and (c) there was no evidence sufficient to prove the supposed conspiracy among the accused.

For the first ground, accused Munsod claimed that based on the allegations in the *Complaint* dated April 18, 2012, filed by the Field Investigation Office I of the Office of the Ombudsman, the *Resolution* dated August 28, 2015, of the Office of the Ombudsman, and the *Information* filed before the Court, she was only impleaded because of her signature in box “A” of Disbursement Voucher No. 08-01-00200. As such, accused Munsod argued that there is no ground for the Court to try her in the cases involving Disbursement Voucher No. 08-07-02229 (*i.e.*, Criminal Case Nos.: SB-17-CRM-0664 and SB-17-CRM-0666) since she is not a signatory therein and therefore did not participate in any criminal offense purportedly committed in relation to its execution.

Anent the second ground, accused Munsod argued that the supposed deficiencies in the attached supporting documents of the disbursement vouchers are devoid of support in the records. She alleged that the signing of the disbursement voucher is not illegal *per se* since she only signed the said document after the determination of its completeness. According to accused Munsod, the Court charged her with the obligation to look beyond the attachments of the disbursement voucher to the end of requiring her to judge the legality or illegality of the entire transaction covered by the Memorandum of Agreement concluded by accused Javellana, the President of NABCOR. The issue of the legality or illegality of the implementation of the project, according to accused Munsod, is beyond her job description as the then Human Resource and Administration Manager of NABCOR.



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As to the third ground, accused Munsod contended that the prosecution has not shown any direct, positive, and convincing evidence to prove the existence of a supposed conspiracy between accused Munsod and her co-accused. According to accused Munsod, her signature in box "A" of Disbursement Voucher No. 08-01-00200 *per se* is not sufficient to prove conspiracy and the commission of crime, citing the Supreme Court in *Maamo & Silor v. People of the Philippines*.³

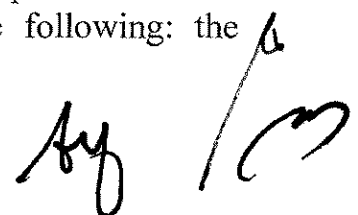
Motion for Reconsideration of Accused Relevo

On September 19, 2022, the Court received the *Motion for Reconsideration* of accused Relevo filed through electronic filing. In his motion, accused Relevo moves for reconsideration of the Court's *Decision* based on the following grounds: (a) the Court gravely erred in finding that accused Relevo acted in conspiracy with all other accused in committing the crimes charged despite the failure of the prosecution to sufficiently establish the presence of conspiracy; (b) the Court gravely erred in finding that accused Relevo acted with evident bad faith, manifest partiality or, at the very least, gross inexcusable negligence.

In support of the grounds for reconsideration, accused Relevo claimed that the second element for the violation of Section 3(e) of R.A. No. 3019, as amended, is wanting (i.e., he must have acted with manifest partiality, evident bad faith, or gross inexcusable negligence). Accused Relevo then presented the following arguments. *First*, there was no showing that the selection of GABAYMASA was deliberate or purposely done to favor said NGO over any other similar entities. Notably, no other NGOs or entity that could have been prejudiced by the selection of GABAYMASA was mentioned. *Second*, the only participation of accused Relevo was his act of signing box "A" of Disbursement Voucher No. 08-07-02229 certifying that the expenses were necessary and lawful, and incurred under direct supervision. According to accused Relevo, no other evidence was presented to establish that he acted in evident bad faith, manifest partiality, or gross inexcusable negligence when he affixed his signatures thereon. There was likewise no evidence that by signing box "A" of the said disbursement voucher, he became accountable for the PDAF of accused Coquilla; *Third*, there is nothing to show that the failure to fully implement the program was premeditated on the part of NABCOR. *Lastly*, as argued by accused Relevo, his participation in the assailed transactions failed to establish unity of action to commit the offense.

As for the malversation of public funds, defined and penalized under Article 217 of the RPC, accused Relevo avered the following: the

³ G.R. No. 201917, December 1, 2016.

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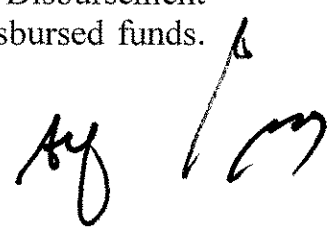
presumption that the funds were misappropriated and the program was implemented exists against GABAYMASA only and not against NABCOR and its officers; and there was insufficient evidence to establish that accused Relevo had participation, in the preparation, and submission of the NGO's Disbursement Liquidations Report.

Consolidated Comment/Opposition of the Plaintiff

On October 3, 2022, the Court received through electronic mail the *Consolidated Comment/Opposition*⁴ of the prosecution, praying for the denial of the *Motion for Reconsideration* of Accused Munsod. *First*, According to the prosecution, accused Munsod's motion should be denied for utter lack of merit. The overarching criminal design was clearly aimed at the goal of triggering the release of the PDAF of accused Coquilla. To accomplish this, the modus has to be executed in various stages or phases, each one of which requires the participation and cooperation of all the accused acting in concert toward a common illicit objective. Since the conspiracy is evident, accused Munsod's act cannot be treated in isolation from the acts of her co-conspirators. Hence, when accused Munsod personally signed Disbursement Voucher No. 08-01-00200, she was not acting on her own but as part of a collective scheme. *Second*, accused Munsod's act of signing box "A" of the Disbursement Voucher made her criminally liable. The prosecution likewise asserted that accused Munsod was explicitly given the authority to sign box "A" of all disbursement vouchers pertaining to the PDAF of legislators. Hence, it became part of her job description to certify that the expenses were "necessary, lawful, and incurred under [her] supervision." Without her signature in box "A", the process could not have proceeded to certification of the completeness and propriety of the supporting documents, the approval of the payment, and the release of the payment. The indispensability of accused Munsod's signature necessitated the exercise of vigilance and due diligence on her part.

As for the *Motion for Reconsideration* of accused Relevo, the prosecution argued that it should be denied for utter lack of merit. *First*, according to the prosecution the Court correctly found that the selection and endorsement of GABAYMASA as the implementer of the supposed PDAF-funded livelihood project was riddled with anomalies. *Second*, accused Relevo's act of signing box "A" of Disbursement Voucher No. 08-07-02229 for Php485,000.00 cannot be downplayed since it is considered an overt act in furtherance of the conspiracy. *Third*, since accused Relevo admitted that he signed box "A" of the Disbursement Voucher, he himself certified his accountability for the disbursed funds.

⁴ Record, Vol. IX, pp. 244-253.

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Lastly, contrary to the representation of accused Relevo that the project was “not fully implemented,” or that it suffered simply from a failure to account and liquidate, the supposed transactions never existed in fact.

RULING OF THE COURT

After due consideration, the Court denies the separate motions for reconsideration filed by accused Munsod and Relevo.

The Court is not persuaded by the respective motions of the accused considering that no substantial arguments were raised and that the issues therein have already been considered by the Court in the assailed *Decision*.

I. On the Motion for Reconsideration of Accused Munsod.

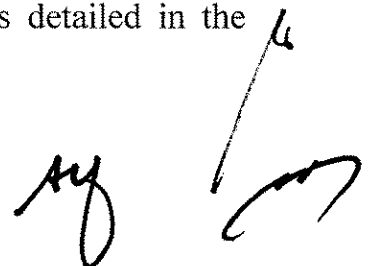
A common argument raised by both accused Munsod and Relevo centered on the existence of conspiracy. Both accused argued that the prosecution failed to sufficiently establish the presence of conspiracy. Particularly, accused Munsod ascribes to the idea that since she is not a signatory of the Disbursement Voucher No. 08-07-0229, she cannot be convicted under Criminal Case Nos.: SB-17-CRM-0664 and SB-17-CRM-0666. This line of argument is *non sequitur*.

The Informations of Criminal Case Nos. SB-17-CRM-0664⁵ and SB-17-CRM-0666⁶ allege that accused Munsod, together with Relevo, Johnson, and Javellana, all officers of NABCOR, facilitated, processed, and approved the disbursement of the subject PDAF through Disbursement Voucher No. 08-07-02229. During the *Pre-trial*, the parties jointly agreed to stipulate that accused Munsod signed Disbursement Voucher No. 08-01-00200. Despite the foregoing, the Court, in its *Decision*, also convicted accused Munsod of the charges under Criminal Cases Nos. SB-17-CRM-0664 and SB-17-CRM-0666 on the ground that she acted in conspiracy with her co-accused in committing the charges in Criminal Case Nos. SB-17-CRM-0063-64 and Criminal Case Nos. SB-17-CRM-0065-66.

In finding that conspiracy exists, the Court found that the accused committed their respective overt acts in order to accomplish the ultimate objective – which is to embezzle the PDAF-drawn funds through the implementation of a fictitious and non-existent livelihood project. Thus, all the different and individual acts of the accused, as detailed in the

⁵ Record, Vol. I, pp. 370-374.

⁶ Record, Vol. I, pp. 380-380.



respective informations, were committed in furtherance of the common design.

As held by the Supreme Court in *People v. Geronimo*⁷ which cited *People v. Carbonel*,⁸ when the defendants by their acts aimed at the same object, one performing one part and another performing another part so as to complete it, with a view to the attainment of the same object, and their acts, though apparently independent were in fact concerted and cooperative, indicating the closeness of personal association, concerted action and concurrence of sentiments, the Court will be justified in concluding that said defendants were engaged in a conspiracy.

For accused Munsod, her act of signing box "A" of Disbursement Voucher No. 08-01-00200 was considered by the Court as an overt act that completed the grand scheme. As found by the Court:

On the other hand, accused Relevo and Munsod signed the box A of the Disbursement Voucher Nos. 08-01-00200 and 08-07-02229, respectively, thus certifying that the documents are complete and proper. Without their signatures, the UCPB Check Nos. 407937 and No. 417265 would not have been issued to GABAYMASA. Their certification as the first signatories of the disbursement vouchers made it appear that the disbursements were indeed necessary and lawful despite the glaring deficiencies in the attached supporting documents. While both accused made assumption that the accounting department of NABCOR already cleared the documents attached to the disbursement vouchers, they admitted that they did not make their own confirmation that the disbursements were indeed necessary and lawful. x x x⁹

As such, it cannot be said that the act of accused Munsod, in signing only Disbursement Voucher No. 08-01-00200, is a separate act from that mentioned in Criminal Case Nos. SB-17-CRM-0064 and SB-17-CRM-0066. As culled from the records, Disbursement Voucher No. 08-01-00200 was included as an attachment to Disbursement Voucher No. 08-07-02229. Hence, accused Relevo relied on the earlier certification made by the accused Munsod that the expenses indicated therein were necessary, lawful, and under her direct supervision.¹⁰

To put it differently, were it not for the act of accused Munsod in signing box "A" of Disbursement Voucher No. 08-01-00200, accused Relevo could not have acted to sign box "A" of Disbursement Voucher No. 08-07-02229, thereby perpetrating the charges under Criminal Case Nos. SB-17-CRM-0064 and SB-17-CRM-0066.

⁷ G.R. No. L-35700, 15 October 1973, 53 SCRA 246, 254.

⁸ G.R. No. 24177, 15 March 1926, 48 Phil. 868, 876.

⁹ Decision, p. 73.

¹⁰ Decision, p. 38.

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As a consequence of the existence of conspiracy, accused Munsod together with her co-accused are liable as co-principals in Criminal Case Nos. SB-17-CRM-0063-64 and Criminal Case Nos. SB-17-CRM-0065-66 regardless of the extent and character of their respective active participation in the commission of the crimes perpetrated in furtherance of the conspiracy because, in contemplation of law, the act of one is the act of all.¹¹

As laid down by the Supreme Court in the early case of *People v. Peralta*,¹² the moment it is established that the malefactors conspired and confederated in the commission of the felony proved, collective liability of the accused conspirators attaches by reason of the conspiracy, and the court shall not speculate nor even investigate as to the actual degree of participation of each of the perpetrators present at the scene of the crime.

Lastly, accused Munsod cannot escape liability by invoking *Maamo & Silor v. People*.¹³ In the said case, the Supreme Court found that the prosecution failed to present evidence to establish conspiracy and the existence of irregularities. Here, the prosecution was able to prove that accused Munsod willingly affixed her signature on box "A" of Disbursement Voucher No. 08-07-02229 despite the fact that the name of GABAYMASA did not appear in the project proposal and that her usual job description does not entail the signing of the disbursement voucher in relation to corporate and project funds. These circumstances, as the Court ruled, should have prompted accused Munsod to exercise due diligence.

Moreover, Court reiterates that accused Munsod's function in directly supervising the expenses incurred requires the evaluation of the qualification of GABAYMASA and the assessment of the sufficiency of the MOA in compliance with existing laws (i.e., GAA for the year 2007, GPPB Resolution No. 12-2007, NBC Circular No. 476, and COA Circular No. 2007-001). Indeed, the act of signing the disbursement voucher and certifying the availability of funds also involves an obligation of ensuring that the documents and the attachments complied with the existing accounting and auditing guidelines on the release of funds to NGOs.

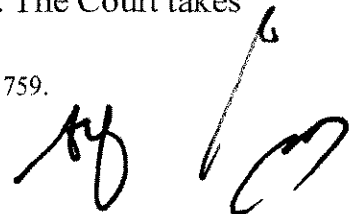
II. On the Motion for Reconsideration of Accused Relevo.

In his *Motion for Reconsideration*, accused Relevo argued that the Court gravely erred in finding that accused Relevo acted with evident bad faith, manifest partiality, or gross inexcusable negligence. The Court takes

¹¹ See *People v. Peralta*, G.R. No. L-19069, October 29, 1968, 25 SCRA 759.

¹² *Id.*

¹³ G.R. No. 201917, December 01, 2016.



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serious exception. As culled from the records, accused Relevo admitted that he remained silent and allowed the scheme to perpetuate despite having knowledge of the irregularities. The Court quotes the following from its *Decision*:¹⁴

Accused Relevo, in his cross-examination, observed many irregularities but remained silent and worse, allowed accused Coquilla's scheme to perpetuate. The following exchanges during the trial signify accused Relevo's acquiescence to the conspiracy:

PROS. CALALANG:

Q: Now, how come sir that you never brought up or mentioned that the authority was given to you verbally to sign the Disbursement Voucher in those documents?

ACCUSED RELEVO:

A: *Kasi po ang binigay po sa akin verbal authority lang, kasi noon panahon yon nagmamadali kasi po yon dapat pumirma diyan ay nagkasakit at nakaleave. So wala po maisipan niya na pumirma kundi ako.*

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Q: Okay. Alright. Sir, after that verbal/oral authority that was given to you, was there no follow-up memorandum or office order that was given to you by Mr. Javellana?

A: *Wala po. Ma'am. Kasi kung mayroon nailagay naming yan nung nagfile kami ng Counter-Affidavit sa Ombudsman.*

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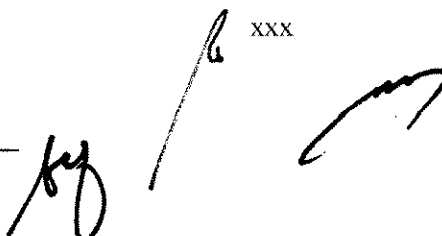
Q: Did you ever put in writing, sir your hesitations or reservations about accepting the assignment or the authority, sir?

A: *Ang usapan po naman kasi noon puro verbal lang, pagsinabi ko po at pinaliliwanag ko po sa kanya na initindi ko naman ay hindi yong sa main office naman kungdi yong iba naman projects sa Luzin, Visayas, Mindanao.*

Q: So you did not anymore ask for a written authority.

A: *Opo, ma'am.*

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Q: Okay, since you were new in this role, did you try to consult in the Finance Department where applicable COA Rules regarding the release for disbursement funds?

A: *Hindi po kasi po talagang nabisto ko dyan si Mr. Javellana, kasi siya naman ang nagassign sa akin dyan, nangako na tutulungan niya ako. Kaya siya lang ang aking kinukunsulta.*¹⁵

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JUSTICE FERNANDEZ:

Q: What are the functions and duties generally of that Unit, General Services Unit?

A: *Ang seguridad na yong mga supplies, mga equipment like computers are properly – I mean are available when needed.*

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Q: So it would appear that your signing the Disbursement Voucher (DV) is totally alien from your regular function in the General Services Unit, is that correct?

A: *Tama po yon, Your Honor.*

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Q: Mr. Relevo, did you ask Mr. Javellana why he chose you considering that not only is your unit alien to the function of the finance but you were also a probationary employee?

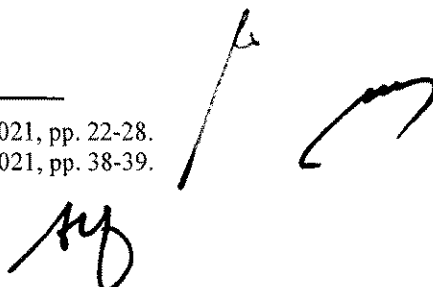
A: *Pinaliwanag ko don po yan kay Mr. Javellana, ang sabi po niya noon ay 'ang tawag niya po akin ay (Mulong) Mulong ikaw na lamang ang nakikita ko na madaling makaintindi ng bagay na yan, kaya ikaw muna ang inaassign ko, kasi yung iba naman ay hindi niya alam kong – well, I don't know kung bakit ganun ang naisip niya.*

Q: Apparently, you are in a first name basis, would it be safe to say that you knew Mr. Javellana even before you entered NABCOR?

A: *Nakasama ko po kasi siya noon matagal ng panahon yon, kasi po nagtrabaho siya sa DAP, so mayroon akong mga kasamahan na kakilala siya, so doon kani nagkakilala.*¹⁶

¹⁵ TSN dated June 1, 2021, pp. 22-28.

¹⁶ TSN dated June 1, 2021, pp. 38-39.



Here, it is clear that there were circumstances indicating that irregularities existed: (1) only a verbal authority was granted by accused Coquilla to accused Relevo; (2) accused Relevo had hesitations and reservations about accepting the verbal authority; and (3) he had knowledge that the signing of the disbursement voucher is totally foreign from his functions and duties as the Head of the General Services Unit. Despite such glaring anomalies, accused Relevo proceeded to abet accused Coquilla, Munsod, and Luz in perpetuating the conspiracy. Verily, the presumptions of good faith and regularity in the performance of official functions were sufficiently disputed by the prosecution, contrary to the argument raised by accused Relevo.

Moreover, accused Relevo cannot downplay his role in signing box "A" of Disbursement Voucher No. 08-07-02229. As ruled by the Court, citing *Zoleta v. Sandiganbayan*,¹⁷ to wit:

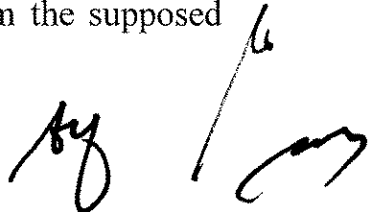
The term voucher, when used in connection with disbursement of money, implies some instrument that shows on what account or by what authority a particular payment has been made, or that services have been performed which entitle the party to whom it is issued to payment. Corollarily, when an authorized person approves a disbursement voucher, he certifies to the correctness of the entries therein, among others: that the expenses incurred were necessary and lawful, the supporting documents are complete, and the availability of cash therefor. He also attests that the person who performed the services or delivered the supplies, materials, or equipment is entitled to payment.

Accused Relevo likewise argued that there was no showing that the selection of GABAYMASA was deliberate or purposely done to favor said NGO over any other similar entities and that there was nothing to show that the failure to fully implement the program was premeditated on the part of NABCOR. The above-mentioned claims are unfounded.

First, Contrary to the assertion made by accused Relevo, the prosecution had sufficiently established beyond reasonable doubt that the selection of GABAYMASA was deliberate. The records prove that the selection of GABAYMASA as the "project partner" was made at the behest of accused Coquilla himself as proved by the letter of accused Coquilla to accused Javellana (Exhibit "J").¹⁸ The selection made by accused Coquilla was a violation of the special provision of the PDAF Article in the GAA for the year 2007 considering that GABYMASA or NABCOR was not included in the list of the agencies allowed to implement the livelihood project. *Second*, it was established by the prosecution that the livelihood project was fictitious and non-existent based on the testimonial and documentary evidence from the supposed

¹⁷ G.R. No. 185224, July 29, 2015.

¹⁸ Record, Vol. VII, p. 48.



suppliers of the materials, the supposed barangay beneficiaries, and the summary of expenses prepared by GABAYMASA. *Third*, as found by the Court, NABCOR and its officials failed to perform their obligation under the MOA, which includes the duties to review the qualifications of GABAYMASA and monitor the implementation of the livelihood project.

As for the charges of malversation of funds, accused Relevo alleged that the presumption that the funds were misappropriated and that the program was not implemented only exists against GABAYMASA since accused Relevo had no participation in the preparation and submission of the disbursement and liquidation reports. This argument deserves no consideration. The Court reiterates its finding that accused Relevo and Munsod acted in conspiracy with the accused Coquilla and Luz “by turning a blind eye to the irregularities surrounding the disbursement of funds.” As such, they are equally liable without regard to their respective participation. The pertinent portions of the *Decision* are herein reproduced:

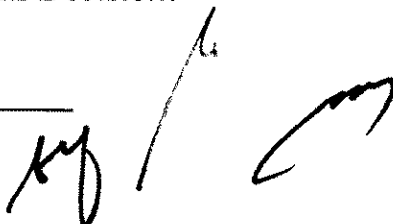
Under these given facts, there can be no question that the accused acted in concert to attain a common purpose. Their respective actions, although some appear to be innocent acts, summed up to collective efforts to achieve the common objective. As the Supreme Court ruled, the character and effect of conspiracy are not to be adjudged by dismembering it and viewing its separate parts but only by looking at it as a whole—acts done to give effect to the conspiracy may be, in fact, wholly innocent acts. xxx¹⁹

Assuming arguendo that accused Relevo and Munsod are not accountable officers in so far as the disbursement and liquidation reports are concerned, they are still liable for the malversation of public funds. The Supreme Court in the case of *People v. Peralta*,²⁰ held that by reason of conspiracy, the felonious act of the accountable public officer was imputable to his co-conspirators, although the latter were not similarly situated with the former in relation to the object of the crime committed.

Simply put, as a consequence of the presence of conspiracy, the fact that accused Relevo and Munsod had no hand in the preparation and submission of the disbursement and liquidation reports of GABAYMASA, in relation to a non-existent and fictitious livelihood project, does not absolve him of the violation of Malversation of Public Funds under Article 217 of the RPC.

All told, the Court finds no cogent or compelling reason to warrant a reconsideration of its *Decision*.

¹⁹ Decision, p. 78.
²⁰ *Supra*.

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WHEREFORE, in light of all of the foregoing, the *Motions for Reconsideration* filed by accused **ENCARNITA-CRISTINA P. MUNSOD** (“Munsod”), and **ROMULO M. RELEVO** (“Relevo”) are **DENIED** for lack of merit.

SO ORDERED.

Quezon City, Metro Manila, Philippines.

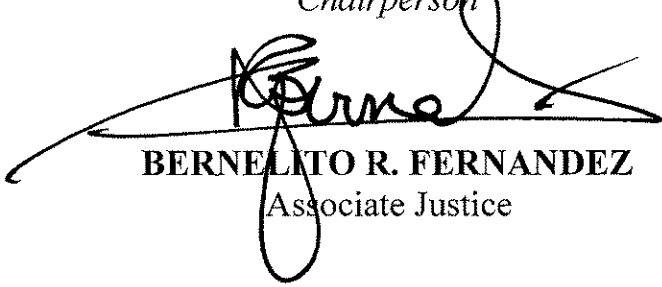


RONALD B. MORENO
Associate Justice

WE CONCUR:



AMPARO M. CABOFAJE-TANG
Presiding Justice
Chairperson



BERNELITO R. FERNANDEZ
Associate Justice