



REPUBLIC OF THE PHILIPPINES  
**SANDIGANBAYAN**  
QUEZON CITY

**THIRD DIVISION**

**PEOPLE OF THE  
PHILIPPINES,**

**Plaintiff,**

**Criminal Case No. SB-  
16-CRM-0780**

For: *Violation of Section 3 (e)  
of Republic Act No.  
3019*

**- versus -**

**JUDY JALBUENA SYJUCO, et  
al.,**

**Accused.**

**Criminal Case No. SB-  
16-CRM-0781**

For: *Malversation of Public  
Funds through  
Falsification*

*Present:*

**CABOTAJE-TANG, P.J.,**  
Chairperson,  
**FERNANDEZ, B., J.** and  
**MORENO, J.**

*Promulgated:*

JANUARY 16, 2023

**RESOLUTION**

**CABOTAJE-TANG, P.J.:**

For resolution is accused Samuel Jonathan L. Ng's "*Motion Plea Bargaining*" dated October 26, 2022.<sup>1</sup>

In his motion, accused Ng avers that in view of the plea bargaining agreement entered into by the prosecution and accused SyjucO, which was already approved by the Court, he may also be allowed to plead guilty to the lesser offenses of Frauds against Public Treasury under paragraph 1, Article 213 of the Revised Penal Code, and Failure of Account able Officer

<sup>1</sup> Record, Vol. XII, pp. 653-667; received through email on December 5, 2022

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to Render Accounts under Article 218 of the Revised Penal Code. He claims that he is being charged as a co-conspirator of accused Syjuco, among others. Thus, he can also plead to the lesser offenses to which accused Syjuco had pleaded guilty.

He further argues that entering into a Plea Bargaining Agreement will benefit all the parties. According to him, the Information accuses them of non-delivery of the communications equipment despite release of public funds, but the records show that there was indeed a delivery made. Moreover, the evidence presented in these cases failed to show beyond reasonable doubt that he committed overt acts to conspire with the other co-accused to commit the alleged offenses charged. He adds that with accused Syjuco's payment to the Court of the amount of Five Million Nine Hundred Sixty Four Thousand Eight Hundred Fifty Nine Pesos and Nine Centavos (Php5,964,859.09) as full restitution of the amounts alleged in the Informations, the purported injury caused to the State may have already ceased to exist.

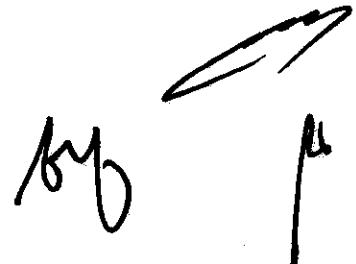
Finally, he submits that ending this litigation at this stage of the proceedings benefits the State as its resources can now be diverted to other cases. As to himself, he claims that these cases have caused him sleepless nights and unnecessary anxiety, thus, ending these cases will allow him to direct his attention to more productive endeavors.

In its *Opposition* dated January 3, 2022,<sup>2</sup> the prosecution emphasizes that the defendant has no constitutional right to plea bargain and that it is the prosecutor's duty to always prosecute the proper offense, not any lesser or graver one, based on what the evidence can sustain. It argues that the evidence presented by the prosecution indubitably shows that he committed the offenses charged through the fictitious purchase and delivery of 1,582 units of Nokia 1100 cellular phones from accused Ng's company, West Island Beverages Distributor.

The prosecution likewise dismisses accused Ng's reasoning that any alleged injury to the State may have already ceased to exist with accused Syjuco's payment of the amount alleged in the Informations, and asserts that payment,

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<sup>2</sup> Record, Vol. XII, pp. 706-718



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indemnification or reimbursement of funds does not extinguish criminal liability.

Finally, it stresses that plea bargaining is a give-and-take negotiation where both the prosecution and the defense make concessions. Unfortunately, it claims that accused Ng did not make any offer that would merit consideration for plea bargaining negotiations. Moreover, his cavalier attitude towards the seriousness, dignity and respect that judicial proceedings must be regarded puts into question his sincerity in entering into plea bargaining negotiations.

**THE RULING OF THE COURT**

After a careful consideration of the arguments raised by the parties, the Court resolves to *deny* the motion.

Plea bargaining in criminal cases is defined as a process whereby the accused and the prosecution work out a mutually satisfactory disposition of the case, subject to approval of the court.<sup>3</sup> Plea bargaining is authorized by Section 2, Rule 116 of the Rules of Court which reads:

Section 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.

Thus, for an accused to be allowed to plead guilty to a lesser offense, the concurrence of the following requirements is indispensable: (1) the plea of guilty to a lesser offense should be with the consent of the offended party and the prosecutor; and (2) the plea of guilt should be to a lesser offense which is

<sup>3</sup> *Daan v. Sandiganbayan*, 573 Phil. 368-383 (2008)

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necessarily included in the offense charged.<sup>4</sup> The rules, however, still use the word “may”, denoting an exercise of discretion upon the trial court on whether to allow the accused to plea bargain.

An evaluation of the records show that the accused cannot be allowed to plead guilty to a lesser offense for lack of consent of the prosecutor. It is well-settled that the acceptance of an offer to plead guilty is not a demandable right as the accused has no constitutional right to plea bargain.<sup>5</sup> In other words, the prosecutor is not duty bound to accept an offer of the accused to plea bargain.

In ***Estipona v. Lobrigo***,<sup>6</sup> the Supreme Court explained the crux of plea bargaining in our jurisdiction, viz:

In this jurisdiction, plea bargaining has been defined as "a process whereby the accused and the prosecution work out a mutually satisfactory disposition of the case subject to court approval." There is give-and-take negotiation common in plea bargaining. The essence of the agreement is that both the prosecution and the defense make concessions to avoid potential losses. Properly administered, plea bargaining is to be encouraged because the chief virtues of the system — speed, economy, and finality — can benefit the accused, the offended party, the prosecution, and the court.

Considering the presence of mutuality of advantage, the rules on plea bargaining neither create a right nor take away a vested right. Instead, it operates as a means to implement an existing right by regulating the judicial process for enforcing rights and duties recognized by substantive law and for justly administering remedy and redress for a disregard or infraction of them.

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<sup>4</sup> *Id.*

<sup>5</sup> *Estipona v. Lobrigo*, 816 Phil. 789-820 (2017)

<sup>6</sup> *Id.*



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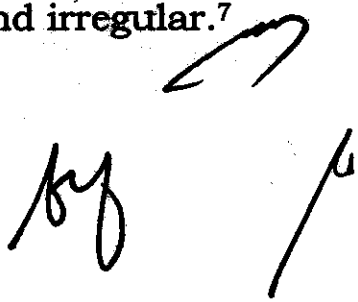
**Yet a defendant has no constitutional right to plea bargain. No basic rights are infringed by trying him rather than accepting a plea of guilty; the prosecutor need not do so if he prefers to go to trial. Under the present Rules, the acceptance of an offer to plead guilty is not a demandable right but depends on the consent of the offended party and the prosecutor, which is a condition precedent to a valid plea of guilty to a lesser offense that is necessarily included in the offense charged.** The reason for this is that the prosecutor has full control of the prosecution of criminal actions; his duty is to always prosecute the proper offense, not any lesser or graver one, based on what the evidence on hand can sustain.

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If the accused moved to plead guilty to a lesser offense subsequent to a bail hearing or after the prosecution rested its case, the rules allow such a plea only when the prosecution does not have sufficient evidence to establish the guilt of the crime charged. The only basis on which the prosecutor and the court could rightfully act in allowing change in the former plea of not guilty could be nothing more and nothing less than the evidence on record. As soon as the prosecutor has submitted a comment whether for or against said motion, it behooves the trial court to assiduously study the prosecution's evidence as well as all the circumstances upon which the accused made his change of plea to the end that the interests of justice and of the public will be served. The ruling on the motion must disclose the strength or weakness of the prosecution's evidence. Absent any finding on the weight of the evidence on hand, the judge's acceptance of the defendant's change of plea is improper and irregular.<sup>7</sup>

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<sup>7</sup> Emphasis supplied

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Prescinding therefrom, it is clear that the prosecutor's consent is a condition precedent to a valid plea of guilt to a lesser offense. Without such consent, a plea bargain offer from the accused will not prosper. In the recent case of *People v. Sabater*,<sup>8</sup> the Supreme Court held that the trial court cannot proceed to approve a plea bargain in cases where the prosecution withholds its consent, as there is no meeting of the minds; hence, there can be no plea bargaining "agreement" to speak of. Consequently, if the trial court still proceeds to approve the plea bargain over the prosecution's objection, it would be doing so in grave abuse of discretion.

**WHEREFORE**, the *Motion for Plea Bargaining* filed by accused-movant Samuel Jonathan L. Ng is **DENIED** for lack of merit.

**SO ORDERED.**

Quezon City, Metro Manila



**AMPARO M. CABOTAJE-TANG**

Presiding Justice  
Chairperson

**WE CONCUR:**



**BERNELITO R. FERNANDEZ**

Associate Justice



**DONALD B. MORENO**

Associate Justice

<sup>8</sup> G.R. No. 249459, June 14, 2021