



REPUBLIC OF THE PHILIPPINES  
**SANDIGANBAYAN**  
QUEZON CITY

**THIRD DIVISION**

**PEOPLE OF THE  
PHILIPPINES,**

*Plaintiff,*

**Criminal Case No. SB-23-  
CRM-0043**

*For: Violation of Section 3 (e) of  
Republic Act No. 3019 (Anti-  
Graft and Corrupt Practices  
Act), as amended*

**- versus -**

*Present:*

**HERBERT CONSTANTINE  
MACLANG BAUTISTA and  
ALDRIN CHIN CUÑA,**

*Accused.*

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

JULY 25, 2023

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**RESOLUTION**

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

This pertains to the “*Motion to Quash*” dated May 24, 2023,<sup>1</sup> filed by accused Aldrin C. Cuña, and the prosecution’s “*Opposition to Motion to Quash*” dated June 5, 2023.<sup>2</sup>

<sup>1</sup> pp. 433-442, Record

<sup>2</sup> pp. 446-457, Record

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In his Motion, accused Cuña prays for the 1) deferral of his arraignment, 2) quashal of the *Information* against him, and 3) dismissal of the case against him with prejudice, mainly on the ground that the facts charged in the *Information* against him allegedly do not constitute an offense.<sup>3</sup>

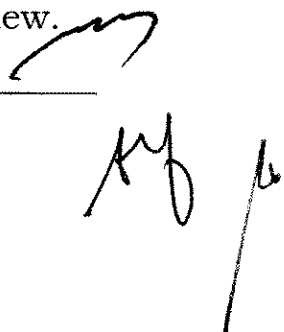
To support his bid for the quashal of the *Information* against him, accused Cuña proffers the following arguments:

First, he emphasizes that he only signed the Certificate of Acceptance. He argues that the act of signing the Certificate of Acceptance, in itself, does not constitute a crime, much less a violation of Section 3 (e) of R.A. No. 3019. Additionally, he avers that the preparation and signing of the Certificate of Acceptance do not automatically result in damage and prejudice, especially when the corresponding check was never released. Therefore, he claims that his act of signing the Certificate of Acceptance did not produce any harm or prejudice as the same is merely a preparatory document for the release of the payment to the contractor, Cygnet.

Second, accused Cuña contends that assuming that damage did occur, the alleged damage and prejudice occurred *only after* the release of the check and payment to Cygnet, rather than as a result of the signing of the Certificate of Acceptance. Consequently, he submits that the accountability for the damage and prejudice should lie with those responsible for the release of the check and payment to Cygnet. He claims that nowhere in the *Information* was it alleged that he was responsible for such action, as it happened after the end of his tenure and during the incumbent mayor's term. Thus, he argues that it is the incumbent mayor, and not him and his co-accused, who should be held responsible for the alleged damage and prejudice to the local government of Quezon City since she released the payment to Cygnet without conducting any due diligence or review.

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<sup>3</sup> p. 435, Record

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Furthermore, accused Cuña asserts that the non-inclusion of Cygnet in the complaint suggests that the complainant did not intend to collect any part of the alleged damage from Cygnet, which in turn, indicates the lack of actual damage or prejudice to the local government of Quezon City.

Lastly, accused Cuña highlights that he only signed the Certificate of Acceptance after verifying the Acceptance and Inspection Report prepared by Faith C. Salmorin and Ricardo Aureo. He claims that Salmorin and Aureo are the responsible officers assigned with the duty of accepting and inspecting supplies, deliveries, and materials for Quezon city. Accused Cuña contends that the fact that they were not included as accused in the *Information* implies that they performed their inspection duties diligently. Therefore, when he relied on the report of Salmorin and Aureo before signing the Certificate of Acceptance, it cannot be assumed that he acted with malice or bad faith. He asserts that his reliance on the report was made in good faith, as there were no circumstances that should have prompted him, as a government official, to make further inquiries before signing the Certificate of Acceptance. Thus, following the doctrine laid down by the Supreme Court in ***Arias v. Sandiganbayan***,<sup>4</sup> he argues that no evident bad faith, manifest partiality, or gross inexcusable negligence which caused any undue injury to the government or conferred unwarranted benefits on Cygnet may be imputed against him.

In response to accused Cuña's Motion, the prosecution presents a series of arguments. First, it relies on the precedent set by the Supreme Court in ***Mark E. Jalandoni, et al., v. The Office of the Ombudsman***,<sup>5</sup> and submits that in order to test the viability of a motion to quash based on the ground that the facts charged do not constitute an offense, the key consideration is whether the facts alleged, if

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<sup>4</sup> 259 Phil. 794, 801 (1989)

<sup>5</sup> G.R. No. 211751, May 10, 2021

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hypothetically admitted, would establish the essential elements of the offense charged as defined by law. Accordingly, matters *aliunde* or those beyond what is alleged in the information are not to be considered.

In addition to the ruling in **Jalandoni**, the prosecution likewise cites the case of **People v. Sandiganbayan**,<sup>6</sup> as to the three (3) matters which must be looked into to determine whether the allegations in an information are sufficient, namely: what must be alleged in a valid information, what the elements of the crime charged are, and whether these elements are sufficiently stated in the information.

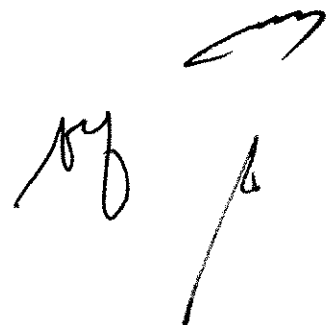
To determine whether the essential elements of the offense charged are sufficiently alleged in the assailed *Information*, as instructed by the Supreme Court in **Jalandoni** and **People**, the prosecution turns to Sections 6 and 9 of Rule 110 of the Revised Rules of Criminal Procedure as well as **Lazarte, Jr. v. Sandiganbayan**.<sup>7</sup> According to Sections 6 and 9 of Rule 110, an information is sufficient if it states the name of the accused; the designation of the offense as given by the statute; the acts or omissions constituting the offense; the name of the offended party; the approximate date of the commission of the offense; and the place where the offense was committed. Additionally, the provisions require that the acts or omissions constituting the offense should be stated in ordinary and concise language to enable a person of common understanding to know the offense being charged and allow the court to pronounce a judgment. The prosecution avers that under **Lazarte**, it is enough to refer to the definition and elements of the offense charged and to use derivatives or synonyms or allegations of basic facts constituting the same, for the allegations in an information to be deemed sufficient.

Relying on the discussion above, the prosecution contends that the allegations in the assailed *Information*, if

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<sup>6</sup> 770 SCRA 160 (2015)

<sup>7</sup> 581 SCRA 431 (2009)

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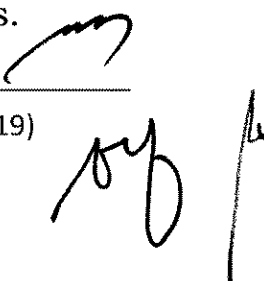
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hypothetically admitted, are sufficient to establish the offense charged, specifically the elements of Violation of Section 3 (e) of R.A. No. 3019, as established in the case of **Villarosa v. The Honorable Ombudsman**.<sup>8</sup> Comparing the elements outlined in **Villarosa** vis-à-vis the allegations in the *Information*, they submit that the following allegations are undoubtedly sufficient to establish the offense charged:

- a) accused Cuña, then City Administrator of Quezon City, was a public officer discharging administrative and/or official functions at the time material to this case;
- b) while in the performance of their official functions, accused Cuña, in conspiracy with his co-accused Mayor Herbert Constantine M. Bautista, acted with evident bad faith, manifest partiality, or gross inexcusable negligence in facilitating and approving the release of public funds in the amount of P25,342,359.25 to Cygnet, as full payment for the implementation of the Project No. 1905-55463 (Supply and Installation of Solar Power System and Waterproofing Works for Civic Center Building F), specifically, 1) accused Cuña issued an undated Certificate of Acceptance; and accused Bautista signed Box C of Disbursement Voucher dated June 17, 2019, approving the payment of P25,342,359.25 to Cygnet, notwithstanding the fact that Cygnet was not entitled to said amount because it failed to apply for and secure a Net Metering System from Meralco, as required under the Terms of Reference and the Supply and Delivery Agreement for the Project No. 1905-55463;
- c) thereby conferring unwarranted benefits and advantage on Cygnet and causing undue injury to the government in the amount of P25,342,359.25, more or less.

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<sup>8</sup> 891 SCRA 244 (2019)



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Finally, the prosecution argues that the other defenses raised by accused Cuña are matters of evidence and defense strategy that should be addressed during a full-blown trial on the merits. It also contends that facts establishing the defense of the accused do not constitute proper grounds for a motion to quash based on the ground that the material averments do not constitute the offense.

**THE RULING OF THE COURT**

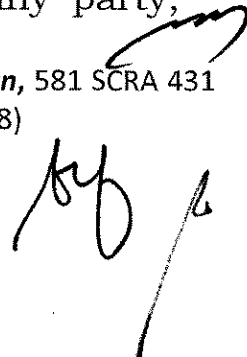
The Court finds accused-movant Cuña's *Motion to Quash* dated May 24, 2023, **BEREFT OF MERIT.**

To begin with, it is jurisprudentially settled that the fundamental test in appreciating a motion to quash on the ground that the facts charged in the Information do not constitute an offense is whether or not the facts asseverated, if hypothetically admitted, would establish the essential elements of the crime defined in law, without considering matters aliunde or matters extrinsic of the Information.<sup>9</sup> In other words, the Court must limit itself to the four (4) corners of the *Information* vis-à-vis the elements of the offense charged in determining whether or not the allegations in it aptly constitute an offense against the accused.

The subject *Information* charges the accused with Violation of Section 3 (e) of R.A. No. 3019, as amended. The elements of a Violation of Section 3 (e), laid down in *Tio v. People*,<sup>10</sup> are: (1) that the accused is a public officer discharging administrative, judicial, or official functions, or a private individual acting in conspiracy with such public officer; (2) that he acted with: (a) manifest partiality, (b) evident bad faith, or (c) gross inexcusable negligence; and (3) that his action caused (a) any undue injury to any party,

<sup>9</sup> See *People v. Odtuhan*, 701 SCRA 506 (2013), *Lazarte v. Sandiganbayan*, 581 SCRA 431 (2009) and *People v. Romualdez and Sandiganbayan*, 559 SCRA 492 (2008)

<sup>10</sup> G.R. No. 230132, January 19, 2021



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including the government, or (b) gave any private party unwarranted benefits, advantage, or preference in the discharge of his functions.

The factual allegations in the *Information* in this case read:

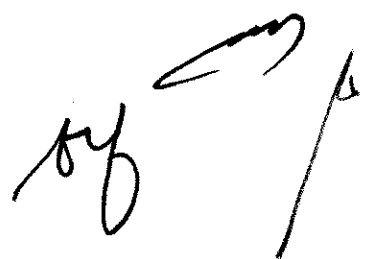
That on June 27, 2019, or sometime prior or subsequent to this date, in Quezon City, and within the jurisdiction of this Honorable Court, accused **HERBERT CONSTANTINE MACLANG BAUTISTA**, City Mayor, and **ALDRIN CHIN CUÑA**, City Administrator, both of Quezon City, while in the performance of their official functions, acting with evident bad faith, manifest partiality or gross inexcusable negligence and in conspiracy with one another, did then and there willfully, unlawfully and criminally cause undue injury to the government in the amount of P25,342,359.25, more or less, and confer unwarranted benefits and advantage on Cygnet Energy and Power Asia, Inc. (Cygnet) by facilitating and approving the release of public funds in the amount of P25,342,359.25 to Cygnet, as full payment for the implementation of Project No. 1905-55463 (Supply and Installation of Solar Power System and Waterproofing Works for Civic Center Building F), specifically 1) accused Cuña issued an undated Certificate of Acceptance; and 2) accused Bautista signed Box C of Disbursement Voucher dated June 27, 2019, approving the payment of P25,342,359.25 to Cygnet, notwithstanding the fact that Cygnet was not entitled to said amount because it failed to apply for and secure a Net Metering System from Meralco, as required under the Terms of Reference and the Supply and Delivery Agreement for Project No. 1905-55463, thereby causing damage and prejudice to the government in the said amount of P25,342,359.25, more or less.

CONTRARY TO LAW.<sup>11</sup>

Applying settled jurisprudence, the Court finds that the elements of a Violation of Section 3 (e) of R.A. No. 3019, as amended, are aptly alleged in the factual allegations appearing in the *Information* in this case. Below is a chart depicting the presence of the elements of the said crimes *vis-*

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<sup>11</sup> pp. 1-2, Record

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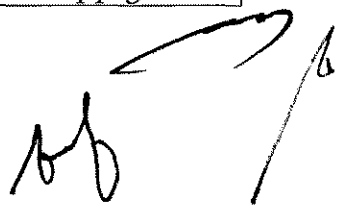
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*à-vis* the alleged facts and/or circumstances appearing in the *Information*, to wit:

<b>Elements of Section 3 (e)</b>	<b>Allegations in the Information</b>
The accused is a public officer discharging administrative, judicial, or official functions, or a private individual acting in conspiracy with such public officer.	<i>“accused Herbert Constantine Maclang Bautista, City Mayor, and <b>ALDRIN CHIN CUÑA</b>, City Administrator, both of Quezon City, while in the performance of their official functions,”</i>
He/she acted with: (a) manifest partiality, (b) evident bad faith, or (c) gross inexcusable negligence.	<i>“acting with evident bad faith, manifest partiality or gross inexcusable negligence and in conspiracy with one another, did then and there willfully, unlawfully and criminally cause undue injury to the government in the amount of P25,342,359.25, more or less, and confer unwarranted benefits and advantage on Cygnet Energy and Power Asia, Inc. (Cygnet) by facilitating and approving the release of public funds in the amount of P25,342,359.25 to Cygnet, as full payment for the implementation of Project No. 1905-55463 (Supply and Installation of Solar Power System and Waterproofing Works for Civic Center Building F), specifically 1) accused Cuña issued an undated Certificate of Acceptance; and 2) accused Bautista signed Box C of Disbursement Voucher dated June 27, 2019, approving the payment of P25,342,359.25 to Cygnet, notwithstanding the fact that Cygnet was not entitled to said amount because it failed to apply for and secure a Net Metering System from Meralco, as required under the Terms of Reference and the Supply and</i>





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	<i>Delivery Agreement for Project No. 1905-55463,</i> "
His/her action caused (a) any undue injury to any party, including the government, or (b) gave any private party unwarranted benefits, advantage, or preference in the discharge of his functions.	<i>"notwithstanding the fact that Cygnet was not entitled to said amount because it failed to apply for and secure a Net Metering System from Meralco, as required under the Terms of Reference and the Supply and Delivery Agreement for Project No. 1905-55463, thereby causing damage and prejudice to the government in the said amount of P25,342,359.25, more or less."</i>

It must be remembered that an *Information* should only state the *ultimate facts* constituting the offense and **not** the finer details of why and how the alleged crime was committed because these matters are more appropriate for trial.<sup>12</sup> Simply put, matters of evidence and other details, *i.e.*, the facts supporting the *ultimate facts* need, not be alleged in an *Information*.<sup>13</sup> Given these, the Court finds the subject *Information* to be sufficient.

A perusal of the other arguments raised by the accused-movant in his present Motion shows that he is challenging the existence of the elements of the crimes charged against him. He is likewise invoking the defense that he regularly performed his duties and relied in good faith on the reports of his subordinates prior to signing the Certificate of Acceptance.

The Court finds that the consideration of these arguments is premature at this stage of the proceedings.

Jurisprudence abounds holding that the presence or absence of the elements of the crime charged is evidentiary in nature and is a matter of defense that is best passed upon

<sup>12</sup> See *People v. Sandiganbayan*, 770 SCRA 162 (2015) and *People v. Romualdez*, 559 SCRA 492 (2008)

<sup>13</sup> See *Enrile v. People*, 766 SCRA 1 (2015)



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after a full-blown trial on the merits. Likewise, the validity or merits of a party's defense or accusation and the admissibility of testimonies and evidence of the parties are better ventilated during the trial proper.<sup>14</sup>

In the same vein, the final determination of the accused-movant's submission that he acted in good faith in the performance of his official duties is inappropriate at this stage of the proceedings. In ***Onia v. Desierto***,<sup>15</sup> the Supreme Court ruled that the existence of good faith or lack thereof is also evidentiary in nature and should be threshed out during trial.

**WHEREFORE**, the accused-movant Cuña's *Motion to Quash* dated May 24, 2023, 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



**RONALD B. MORENO**

Associate Justice

<sup>14</sup> *Singian, Jr., v. Sandiganbayan*, 478 SCRA 348 (2005); See also *Unilever v. Tan*, 715 SCRA 36 (2014), *United Coconut Planters Bank v. Looyuko*, 534 SCRA 322 (2007), *People v. Yecyec*, 739 SCRA 719 (2014), *Clay and Feather International, Inc. v. Lichaytoo*, 649 SCRA 516 (2011) and *Lee v. KBC Bank N.V.*, 610 SCRA 117 (2010)

<sup>15</sup> 314 SCRA 125 (2009)