



REPUBLIC OF THE PHILIPPINES

Sandiganbayan
QUEZON CITY

THIRD DIVISION

**PEOPLE OF THE
PHILIPPINES,**

Plaintiff,

- versus -

**ROLANDO GUTIERREZ ANDAYA, JR., et
al.,**

Accused.

**Criminal Cases Nos. SB-17-
CRM-2202 to 2395**

*For: Violation of Section 3 (e) of
Republic Act No. 3019, as
amended, and Malversation
of Public Funds through
Falsification of Public
Documents.*

Present:

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

Promulgated:

JANUARY 3, 2024

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RESOLUTION

CABOTAJE-TANG, P.J.:

For resolution are the following:

1. *“Entry of Special Appearance with Motion to Cancel Bond with respect to accused Evelyn D. De Leon” dated October 2, 2023, filed by Investors Assurance Corporation;*
2. *“Entry of Special Appearance with Motion to Cancel Bond with respect to accused Gerald B. Apuang” dated October 2, 2023, filed by Investors Assurance Corporation; and,*

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3. “*Entry of Special Appearance with Motion to Cancel Bond with respect to accused Alejandro G. Garro*” dated October 2, 2023, filed by Investors Assurance Corporation.

THE MOTIONS

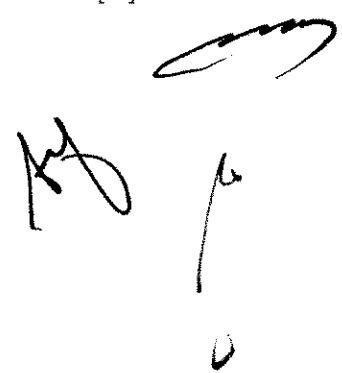
The Investors Assurance Corporation (IAC), represented by Mr. Ralph David G. Dilig, filed three (3) separate “*Entry of Special Appearance with Motion to Cancel Bond*” praying for the cancellation of the bail bonds it posted in favor of accused De Leon, Apuang and Garro on December 22, 2017. This is predicated on the said accused’s alleged failure to pay the annual premiums due on their respective bail bonds.

In support of its *motions*, the IAC attached the “*Written Demand Letters*” it sent to the said accused where it reiterated to them their obligation to pay their corresponding annual premiums due on the said bail bonds. Moreover, it relies on the Office of the Court Administrator (OCA) Circular No. 102-2015 wherein it provides, among other things, [1] “*the obligation on the part of the accused/defendant to pay the annual premium necessary for the renewal of the surety bond previously approved by the court remains;*” [2] that a surety company may be discharged from its obligation because of the accused’s failure to pay premiums; and, [3] it shall notify the court within ten (10) days from the occurrence of such fact, and the court shall decide accordingly.

The IAC also submits that accused De Leon, Apuang and Garro continue to refuse to acknowledge its right to collect the said annual premiums and that they have not expressed their intention to settle their obligations.

THE ACCUSED’S COMMENT

In her “*Comment to the IAC’s Motion to Cancel Bond*” dated November 12, 2023, accused De Leon avers that she learned that the IAC is no longer an accredited surety company of the Office of the Court Administrator (OCA). Thus, she prays that [1] the IAC be

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discharged as her surety company in these cases, and [2] she be given a period of sixty (60) days within which she may secure the services of a new surety company and post the required bail bond for her provisional liberty.¹

On the other hand, in their consolidated “*Comment/Opposition (To the entry of Special Appearance with Motion to Cancel Bond)*” dated November 14, 2023, accused Apuang and Garro submit that they are both in financial distress and that they could not afford to pay the annual premiums demanded by the IAC. They also aver that they had no knowledge that they were required to pay annual premiums to the IAC, and that the same will earn interest in case of non-payment.² Thus, they pray that the Court allow them to post another surety bond for their provisional liberty within a period of ninety (90) days.³

THE RULING OF THE COURT

The Court finds the subject *motions* meritorious.

OCA Circular No. 155-2015 dated July 23, 2015, provides the following clarifications/amendments to A.M. No. 04-7-02-SC (Re: Guidelines on Corporate Surety Bonds) dated April 21, 2015, to wit:

- a) That the obligation on the part of the accused/defendant to pay the annual premium necessary for the renewal of the surety bond approved by the court **REMAINS**;⁴
- b) The phrase “Unless and until the Supreme Court directs otherwise” appearing in the first paragraph of Section VII of A.M. No. 04-7-02-SC is **AMENDED**⁵ to read as “Unless and until the court concerned directs otherwise;” and,

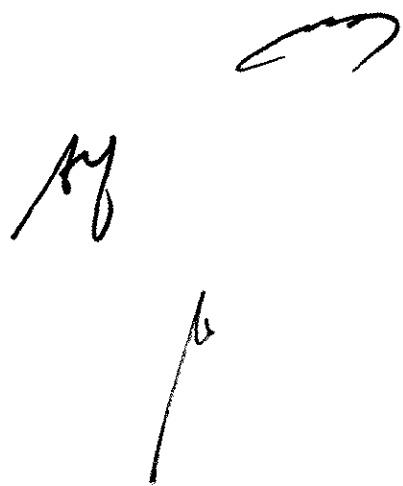
¹ p. 1-2, Comment.

² p. 1, Comment.

³ p. 2, Comment.

⁴ As quoted in the original text.

⁵ *Id.*

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- c) The second paragraph of Section VII of A.M. No. 04-7-02-SC is **AMENDED**⁶ to include the following statement: ***“if the surety company seeks to be discharged from its obligation because of the failure/refusal of the accused/defendant to pay the premiums, it shall make the same notice within ten (10) days from the occurrence of such fact and the court shall decide accordingly.”***⁷

The records of these cases show that on December 22, 2017, the Court issued three (3) separate *Orders* wherein it [1] approved the surety bonds posted by Investors Assurance Corporation (IAC) for the provisional liberty of accused De Leon (Bail Bond Nos. JCR (2) 0017627 and 0017628),⁸ Apuang (Bail Bond Nos. JCR (2) 0017639 and 0017640)⁹ and Garro (Bail Bond Nos. JCR (2) 0017635 and 0017636)¹⁰ and [2] ordered their release provided that they are not held or detained for other reason or cause.¹¹

Pursuant to paragraph (a) of OCA Circular No. 155-2015, the herein accused were duty-bound to pay the annual premiums of their surety bonds after the approval of the court. However, the records show that accused De Leon, Apuang and Garro do not dispute the IAC’s claim in its present *motions* regarding the alleged non-payment of their premiums.

WHEREFORE, the Investors Assurance Corporation’s three (3) *motions to cancel bond* with respect to accused De Leon, Apuang and Garro are **GRANTED**. Consequently, it is **DISCHARGED** from its obligation as the surety company for the said accused in these cases.

Accused De Leon, Apuang and Garro are **DIRECTED** to post anew their bail bonds for their continuing provisional liberty within a period of thirty (30) days from notice of this Court’s *Resolution*.

⁶ *Id.*

⁷ Emphasis supplied.

⁸ pp. 291-358, Vol. XVII, Record.

⁹ pp. 134-197, Vol. XVII, Record.

¹⁰ pp. 3-69, Vol. XVII, Record.

¹¹ In its Order dated December 22, 2017, the Court found that the IAC’s accreditation with the Supreme Court was valid until January 31, 2018. (pp. 3, 134, 291, Vol. XVII, Record)

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The Court **NOTES** the *entry of special appearance*, filed by the Investors Assurance Corporation.

SO ORDERED.

Quezon City, Metro Manila.

AMPARO M. GABOTAJE-TANG

Presiding Justice
Chairperson

WE CONCUR:

BERNELITO R. FERNANDEZ

Associate Justice

RONALD B. MORENO

Associate Justice