



Republic of the Philippines  
**Supreme Court**  
Manila

**FIRST DIVISION**

**DIONISIO B. COLOMA, JR.,**  
Petitioner,

**G.R. No. 233152**

**Present:**

PERALTA, *CJ., Chairperson,*  
CAGUIOA,  
REYES, J. JR.,  
LAZARO-JAVIER, and  
LOPEZ, *JJ.*

- versus -

**PEOPLE OF THE PHILIPPINES**  
and **SANDIGANBAYAN**  
**(FOURTH DIVISION),**  
Respondents.

**Promulgated:**

JUL 13 2020

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**DECISION**

**REYES, J. JR., J.:**

On September 16, 2005, the Office of the Ombudsman (Ombudsman) found probable cause to charge petitioner Police Chief Superintendent (P/C Supt.) Dionisio B. Coloma, Jr. (Coloma) before the Sandiganbayan with three counts of violation of Section 3(e)<sup>1</sup> of Republic Act No. (R.A.) 3019 otherwise known as the “*Anti-Graft and Corrupt Practices Act.*”

<sup>1</sup> SEC. 3. Corrupt practices of public officers. — In addition to acts or omissions of public officers already penalized by existing law, the following shall constitute corrupt practices of any public officer and are hereby declared to be unlawful: x x x (e) Causing any undue injury to any party, including the Government, or giving any private party any unwarranted benefits, advantage or preference in the discharge of his official administrative or judicial functions through manifest partiality, evident bad faith or gross inexcusable negligence. This provision shall apply to officers and employees of offices or government corporations charged with the grant of licenses or permits or other concessions[.]

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The present Rule 45 Petition<sup>2</sup> involves one of the said three counts thus filed. Specifically, the Amended Information<sup>3</sup> dated August 9, 2007 docketed as SB-07-CRM-0021, which states:

That sometime between June 2001 to October 2001, or sometime prior to subsequent thereto, in Bongao, Tawi-Tawi, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, a high-ranking public official, being then the [P/C Supt.] with Salary Grade 27, of the [PNP], committing the offense in relation to office and with grave abuse thereof, did then and there willfully, unlawfully, and criminally in his capacity as then Deputy Director of the Philippine National Training Institute (PNTI), Philippine Public Safety College (PPSC), tasked to implement and oversee the construction of training school annex and facilities at the municipality of Bongao, province of Tawi-Tawi, gave unwarranted benefit, advantage, favor and/or privilege to private contractor Engr. Rolando Lim Yankee Espaldon of A.C. Lim Construction in Bongao, Tawi-tawi and his wife Albia J. Lim, and caused undue injury to [PPSC], by purchasing from said spouses Lim a property totaling 10,000 square meters covered by Original Transfer Certificate No. P-260 Free Patent No. 322421 in the name of Juaini Bahad, located in Tubig Sillang, Sanga-Sanga, Bongao, Tawi-tawi, for the construction of training school and facilities, at the cost of One Million Five Hundred Thousand Pesos ([P]1,500,000.00) and proceeding with the lot purchase using public funds despite the following, viz: (a) There was no prior authority from PPSC for the lot purchase; (b) There was neither a public bidding nor a survey conducted of other properties feasible for the project with the least cost and most benefit to the government; (c) There is no document to establish ownership by spouses Lim of the subject property; (d) There was no Deed of Sale prior to purchase and release of payment for said purchase; (e) The municipal government lot at Baranggay Tubig-Tanah, Bongao, Tawi-Tawi allocated to PPSC for the establishment of a training school was not considered prior to the purchase of the property in issue; and (f) The market value of P9,730 per hectare of land in Bongao, Tawi-Tawi was not considered prior to the purchase of the property in issue to the damage and prejudice of the [PPSC] in the amount of One Million Five Hundred Thousand Pesos ([P]1,500,000.00).

CONTRARY TO LAW.

When arraigned, Coloma pleaded not guilty; hence, the case proceeded to trial.<sup>4</sup>

#### *Version of the Prosecution*

The version of the prosecution, as summarized by respondent People of the Philippines represented by the Office of the Special Prosecutor, is as follows:

<sup>2</sup> *Rollo*, pp. 9-20.

<sup>3</sup> *Id.* at 203-206.

<sup>4</sup> *Id.* at 23.

In 1998, the Department of Budget and Management (DBM) issued a Special Allotment Release Order (SARO) authorizing the release of funds amounting to [P81,750,000.00] for the construction/completion of various training facilities of the Philippine Public Safety College (PPSC), Philippine National Training Institute (PNTI) in different parts of the country.

Among the training facilities benefited by the release of the DBM SARO was the Regional Training School (RTS-9) Annex School in Tawi-Tawi. Item F [in] the List of PPSC-Wide Construction Outlay ("construction plan") for calendar year 1998 indicated that the construction would consist of site development, perimeter fence, road net, main gate, water supply, electrical supply, drainage and gutter system, one administration building, two classroom buildings, fifty-capacity dormitory building, and fifty-capacity mess hall.

RTS-9 was designed to cater to the training needs of [the] policemen in Tawi-Tawi and Sulu islands. It was given a budget funding of [P6,000,000.00] [taken] from the Community Development Fund (CDF) of Tawi-Tawi Congressman Nur Jaafar (Cong. Jaafar)[.]

The construction plan for the year 1998 revealed that there is no provision for the acquisition of land for the RTS-9.

It was reported that a Philippine National Police (PNP)-owned site was chosen for the construction of the RTS-9. With a site already available, the Pre-Qualification Bids and Awards Committee (PBAC) of PPSC proceeded to bid out the construction of RTS-9. However, the lowest bidder turned out to be a "black-listed" contractor. Hence, the PBAC awarded the project to the second lowest bidder – Jaya Builders Construction (Jaya Builders).

When the PBAC later learned that Jaya Builders is owned by the supporter of the political opponent of Congressman Jaafar, it halted the award of the project. Thereafter, upon recommendation of Coloma[,] then Director of the Philippine National Police Academy (PNPA) and concurrently acting as Special Assistant to the PPSC President on Real Property Acquisition Projects[,] PPSC shifted the implementation of the project from "by-contract" to "by-administration". This means that the implementation of the project will be done by two separate entities, one each for materials and labor.

PPSC then negotiated with a contractor of Cong. Jaafar. The contract for the provision of material and labor for the construction of the [RTS-9] project was awarded to A.C. Lim Construction [(ACLC)] in the amount of [P5,760,00.00].

In the meantime, the PNP disapproved the use of the original PNP-owned site chosen by the PPSC as it decided to use the same in the future. On the other hand, the Municipality of Bongao, Tawi-Tawi allocated a lot to PPSC for the establishment of [RTS-9].

In a meeting held in May 2001, x x x Coloma x x x suggested to then PPSC President Ernesto B. Gimenez (Gimenez) that PPSC purchase a

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one[-]hectare (10,000 square meters) land situated in Sanga-Sanga, Bongao, Tawi-Tawi worth [P1,500,000.00].

Coloma further suggested that the transfer of the land should be made to appear to be in the form of [a] donation. However, the money for the payment of the acquisition of the land should be taken from the [P]5,760,000.00 budget allocated for the construction of RTS-9. This scheme was resorted to because [as previously stated] there is no provision in the budget for the x x x purchase of a land.

Incidentally, in the same [May 2001] meeting, PPSC President Gimenez informed the attendees therein that the budget allocated for Tawi-Tawi and Maguindanao projects will revert back to the National Treasury if the fund is not liquidated by 30 June 2001.

Thus, Coloma x x x suggested to x x x Gimenez to transfer the money to the bank account of the contractor – [ACLC].

Acting on Coloma's advice, Gimenez approved the transfer of the money to the bank account of the contractor on the condition that the same should be under [a] joint savings account between a representative of PPSC and the contractor. The project was also reported "as 100% complete" to the DBM despite the contrary fact.

Coloma thereafter instructed then Camp Engineer [(Engr.)] Dosmedo C. Tabrilla (Tabrilla) of PPSC to conduct a site inspection in Tawi-Tawi from 30 May to 06 June 2001. During the inspection, Tabrilla was accompanied by Coloma and Atty. Nympha Madagan. While in Tawi-Tawi, they stayed at [a] beach resort [owned by] Engr. Rolando Lim (Engr. Lim), the labor contractor for the [RTS-9] project.

Upon reaching the project site in Sanga-Sanga, Bongao, Tabrilla observed that the land is an open field planted with coconut trees. xxx The visit to the project site lasted less than an hour, and Tabrilla no longer conducted a layout of the site as Coloma had [Engr.] Lim do the project layout.

After the project site inspection, Coloma, together with Tabrilla and Engr. Lim proceeded to the Landbank of Tawi-Tawi where Coloma and Engr. Lim opened a checking account. Thereafter, Coloma issued a check in the amount of [P]500,000.00 to [Engr.] Lim as mobilization cost. Thus, from the time Coloma and Engr. Lim opened a joint account xxx, the PPSC lost control of its money as the same, by then, was in the name of the contractor Engr. Lim and Coloma. PPSC also subsequently lost control of the financial status of the [RTS-9] project since the check book for the said checking account remain[ed] in the possession of Coloma and was never turned-over to PPSC.

x x x x

In a Memorandum dated 16 April 2001 to the PPSC, Coloma cited the advantages of using the private land (subject of the inspection). Among other considerations, Coloma cited the willingness of the supposed land owner Albia Lim [(Mrs. Lim)] – who turns out to be the wife of Engr. Lim – to donate the private land at no cost to the government.

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Coloma's Memorandum was allegedly approved by PPSC President Gimenez who signed the same in the presence of Coloma and Antonio Rodriguez.

Coloma prepared an After-Mission Report dated 10 October 2001. On page 2 [thereof], Coloma made the entries[:] "Lot purchase (10,000 sq.ms.)," and opposite it, the amount of "[P]1,500,000.00," can be noted. He explained that it was the labor contractor xxx who purchased the land from his wife, out of his own money, so the land could be donated to PPSC. The amount of [P]1,500,000.00 was an amount provided to him by Engr. Lim, who said it was the prevailing market price for such land. On paper, however, the donor who signed the Deed of Donation [was] Juaini Bahad (Bahad), because at the time, although the land was already purchased by Mrs. Lim from Bahad, the title over the land was not yet transferred [to] Mrs. Lim.

Meanwhile, in July 2001, the PPSC changed leadership. Gimenez was replaced by Ramsey Ocampo (Ocampo) as Acting President of PPSC.

Ocampo terminated the designation of Coloma as Special Assistant to the PPSC President on Real Property Acquisition Projects on 02 August 2001 reasoning that he found no need for an advisor on real estate acquisition as there is no capital outlay for land that is available in the budget.

Ocampo further instructed Tabrilla to give a status report on the RTS-9 project. Tabrilla complied by submitting [a] *Memorandum* dated 13 August 2001 which prompted the Legal Department of PPSC to conduct an investigation on the matter.

Gilbert Concepcion (Concepcion), the investigator appointed by Ocampo, issued his Investigation Report dated 04 July 2002 and made a contrary finding to the content of the After-Mission Report of Coloma. Concepcion found that the value of the property per hectare is only [P]9,730.00 and not [P]1,500,000.00. He also discovered from Mrs. Lim that the latter only paid [P]10,000.00 for the property to Bahad.

It was also discovered during the investigation that on 14 June 1999, the Sangguniang Bayan of Bongao, Tawi-Tawi passed a resolution authorizing its mayor to enter into a memorandum of agreement with PPSC for the use of a parcel of land owned by the municipality for the establishment of the training school.

In December 2002, Concepcion proceeded to Bongao, Tawi-Tawi. He went to Engr. Lim's house to get a copy of the title of the property over which the RTS-9 facilities were constructed[.] Engr. Lim and Mrs. Lim [(Spouses Lim)] handed to him a prepared sworn statement (*Sinumpaang Salaysay*) which was signed by Mrs. Lim in the presence of Concepcion and duly notarized by Atty. Robert Lim, a relative of Engr. Lim.

In essence, the *Sinumpaang Salaysay* stated that Mrs. Lim bought a parcel of land from Bahad in x x x 1992. Thereafter, her husband and Coloma agreed that the land would be used for the construction of [the RTS-9 project]. She was then paid the sum of [P]1,500,000.00, which was

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later contradicted in open court x x x by Engr. Lim where the latter testified that no consideration was given for the use of the land [by] PPSC.

Concepcion also investigated the joint bank account opened by Engr. Lim and Coloma and found out that said bank account [did] in fact exist and x x x has a balance of around [P200.00] at the time.

In the meantime, PPSC resident auditor Teresita De Castro (De Castro) was also tasked to conduct an audit of the project but was unable to fully conduct the required audit because she has not received any disbursement vouchers and other supporting documents on the supposed subject matter of the audit. This claim was corroborated by xxx Tabrilla who declared that upon his assumption of duty as Chief of the Installation Division and Acting Director of the Logistics and Installation Service (LIS), not a single document – like vouchers, ROA, contracts, purchase order, abstract of canvass and bids, notice of award, and notice to proceed work pertaining to the RTS-9 project – was turned over to him.

De Castro was given copies of the Advise to Debit Account (ADA). This ADA is the authority given by the agency (PPSC) to the servicing bank to pay the agency's creditors, but before the ADA can be issued, there must have been first valid disbursement voucher and supporting documents.

Based on the ADA dated 27 December 2000 given to De Castro, the project appears to have been paid in full; hence, the project must have been 100% complete.

Likewise, based on the eight (8) ADAs furnished to De Castro by Jimena Piga, the Chief Accountant, Budget Management Service of PPSC, the names of the contractors were identified and the corresponding amount paid to them for a total of [P]5,727,302.60 was ascertained.

De Castro was further able to obtain an unapproved disbursement voucher from the LIS of PPSC. From these findings, she brought the matter to the attention of the PPSC President in a *Memorandum* dated 18 October 2002.

In June 2005, the Commission on Audit-ARMM conducted a special audit of the RTS-9 project.

The Special Audit Team (SAT) thus created could not find any documents relating to the expenses disbursed for the said project consistent with the claim of De Castro and Tabrilla. The SAT found that no actual purchase of land took place because there was no Deed of Sale. There is also no finding as to who received the [P1,500,000.00] price for the purchase of the land of Bahad taken from the budget for the construction of RTS-9.

The SAT also found the purchase price of [P1,500,000.00] for the land to be overpriced as the prevailing market price for a one-hectare land at that time is only [P]9,730.00. This finding was based on Tawi-Tawi's

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Provincial Ordinance No. 09, series of 2001[.]<sup>5</sup> (citations and numbering omitted)

### *Version of the Defense*

Coloma, on the other hand, averred that: (i) in 1999, Gimenez assigned him to assist in the search for a suitable construction site of the RTS 9 project; (ii) a piece of land located beside the airport owned by the Spouses Lim was reported to Gimenez as an ideal location for the RTS-9; (iii) Gimenez approved the report for acquisition of the present site; (iv) Mylene Rondina, budget officer of PPSC, certified that funds were available for the project, and thus allotted ₱1,500,000.00 for the purchase; (v) PPSC Accounting Division processed the Disbursement Voucher with supporting documents signed by Gimenez; (vi) his After-Mission Report dated October 10, 2001, merely recommended the procuring of the property in question.<sup>6</sup>

### **Ruling of the Sandiganbayan**

In the herein assailed March 30, 2017 Decision,<sup>7</sup> the Sandiganbayan found Coloma guilty as charged. The decretal portion of which reads:

**ACCORDINGLY[.]** and in view of the foregoing, this Court finds accused [Coloma] **GUILTY** of violation of Section 3 (e), R.A. 3019, as amended. Applying the Indeterminate Sentence Law (ISL), there being no aggravating and mitigating circumstance to be appreciated, he is hereby sentenced to suffer an imprisonment of Six (6) years and One (1) Month[.] as minimum[.] to Ten (10) Years, as maximum, and perpetual disqualification from holding public office.

### **SO ORDERED.**

It extensively discussed the presence of all the elements of the imputed crime. It held that Coloma, in the performance of his official function, caused undue injury to the government by facilitating the unauthorized purchase of a property in the amount of ₱1,500,000.00 and gave ACLC and/or private individual Engr. Lim unwarranted benefit, advantage or preference by ensuring the award of the RTS-9 contract in their favor and even buying the latter's property. Moreover, Coloma with both manifest partiality in favoring Engr. Lim and/or ACLC and using PPSC funds to pay for Lim's property instead of utilizing it solely for the construction of RTS-9, and evident bad faith when he orchestrated the immediate transfer of the funds to the contractors to prevent said funds from

<sup>5</sup> See Comment dated February 22, 2018; id. at 153-158.

<sup>6</sup> See Reply dated October 4, 2018; id. at 195-196.

<sup>7</sup> Penned by Associate Justice Geraldine Faith A. Econg (sitting as member of the Special Fourth Division per Administrative Order No. 024-2017 dated February 1, 2017), with Associate Justices Alex L. Quiroz and Reynaldo P. Cruz, concurring; id. at 21-47.

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reverting to the National Treasury and falsely reporting that the RTS-9 project was already 100% complete.

The Sandiganbayan, in a Resolution<sup>8</sup> dated July 25, 2017, denied the Motion for Reconsideration<sup>9</sup> filed by Coloma.

Hence, this Petition essentially questions the totality of the evidence presented and the weight given to it by the Sandiganbayan.

### Issue

Whether Coloma's conviction for the crime of violation of Section 3(e) of R.A. 3019 should be upheld.

### Our Ruling

The petition is bereft of merit.

Let it be first noted that in cases of appeals from the Sandiganbayan, like this one, only questions of law and not questions of fact may be raised. And, absent any showing that they come under the established exceptions,<sup>10</sup> the Sandiganbayan's findings on the aforesaid matters remain conclusive and binding to the Court. Suffice it to say, that the Court does not find any of the recognized exceptions in this case.

The Court concurs with the ruling of the Sandiganbayan that extant in this case are all the elements of violation of Section 3(e) of R.A. No. 3019, which are: (a) the accused must be a public officer discharging administrative, judicial or official functions; (b) he must have acted with manifest partiality, evident bad faith or gross inexcusable negligence; and (c) his action caused any undue injury to any party, including the government, or gave any private party unwarranted benefits, advantage or preference in the discharge of his functions.<sup>11</sup>

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<sup>8</sup> Id. at 48-53.

<sup>9</sup> Id. at 54-64.

<sup>10</sup> Well-settled is the rule that factual findings of the Sandiganbayan are conclusive upon this Court save in the following cases: 1) the conclusion is a finding grounded entirely on speculation, surmise and conjecture; 2) the inference made is manifestly an error or founded on a mistake; 3) there is grave abuse of discretion; 4) the judgment is based on misapprehension of facts; 5) the findings of fact are premised on a want of evidence and are contradicted by evidence on record; and 6) said findings of fact are conclusions without citation of specific evidence on which they are based. (*Cadiac-Palacios v. People*, 601 Phil. 695-704 (2009).

<sup>11</sup> *Lihaylihay v. People*, 715 Phil. 722-729 (2013).

Verily, there are two ways by which Section 3(e) of R.A. No. 3019 may be violated, that is, through manifest partiality, or with evident bad faith, or through gross inexcusable negligence, namely: (a) by causing undue injury to any party, including the Government; or (b) by giving any private party any unwarranted benefit, advantage or preference.<sup>12</sup> The accused may be charged under either mode or both, as here.

In *Rivera v. People*,<sup>13</sup> citing *Fonacier v. Sandiganbayan*,<sup>14</sup> the Court defined “partiality,” “bad faith,” and “gross negligence” as:

“Partiality” is synonymous with “bias” which “excites a disposition to see and report matters as they are wished for rather than as they are.” “Bad faith does not simply connote bad judgment or negligence; it imputes a dishonest purpose or some moral obliquity and conscious doing of a wrong; a breach of sworn duty through some motive or intent or ill will; it partakes of the nature of fraud.” “Gross negligence has been so defined as negligence characterized by the want of even slight care, acting or omitting to act in a situation where there is a duty to act, not inadvertently but wil[fully] and intentionally with a conscious indifference to consequences in so far as other persons may be affected. It is the omission of that care which even inattentive and thoughtless men never fail to take on their own property.”

Applying the foregoing to this case, there is no question that, at the time the offense was committed, Coloma was a public officer discharging his function as the Deputy Director of the PNPA and, incidentally, as Special Assistant to the PPSC President on Real Property Acquisition Projects.

We, thus, proceed to the remaining elements.

First off is the giving of unwarranted benefit, advantage, or preference to Engr. Lim of ACLC and his wife, Mrs. Lim. As correctly found by the Sandiganbayan, no explanation was given as to how Engr. Lim and/or ACLC entered into the picture and was chosen as the contractor for the RTS-9 project. After the public bidding was declared a failure, ACLC was unilaterally chosen. The following circumstances clearly show Coloma’s participation or involvement thereat: (1) Tabrilla testified it was Coloma who communicated with ACLC to provide labor and materials for the RTS-9 project; and (2) during the investigation, Engr. Lim admitted that he and

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<sup>12</sup> *Noveras v. Sandiganbayan [Sixth Division]*, G.R. No. 245933 (Notice), June 10, 2019.

<sup>13</sup> G.R. No. 228154, October 16, 2019.

<sup>14</sup> 308 Phil. 693 (1994).

Coloma were close friends.<sup>15</sup> Then, Coloma just conveniently suggested purchasing a 10,000-square-meter-property purportedly owned by the Spouses Lim as the site for the construction of the RTS-9 project<sup>16</sup> –which brings us to the undue injury or damage caused to the government, particularly PPSC, in the amount of ₱1,500,000.00. Coloma reported that Mrs. Lim was willing to donate the said land to PPSC.<sup>17</sup> However, this is belied by Mrs. Lim herself in her *Sinumpaang Salaysay* dated December 17, 2002 stating that she received ₱1,500,000.00 from PPSC for the property.<sup>18</sup> Further, the Sandiganbayan aptly observed that Coloma's After-Mission Report dated October 10, 2001 stated that a total of ₱5,727,278.59 was released to the contractors and out of such disbursement, the following expenses were incurred:

Total Project Cost (net)	₱5,727,278.59
LESS:	
Lot Purchase (10,000 sqm.)	₱1,500,000.00
Land development/purchase of construction materials	
Partial Labor Cost	<u>₱2,345,455.70</u>
Total:	₱3,845,455.70
Total Balance of Project Cost:	₱1,881,882.89 <sup>19</sup>

What's more, as it turned out, the purchase amount of ₱1,500,000.00 was grossly overpriced considering that, at the time, the market value of the property per hectare was only ₱9,730.00 as per a provincial ordinance passed by the local government of Tawi-Tawi in 2001.<sup>20</sup>

As to the element of manifest partiality and evident bad faith, the Sandiganbayan properly found Coloma to have acted with both manifest partiality and evident bad faith, *viz.*:

Coloma acted with manifest partiality in favoring Engr. Lim and/or [ACLC], choosing it to be the contractor of the [RTS-9] project, negotiating for the purchase of the property of Engr. Lim's wife instead of choosing other properties made available to PPSC for free, and using PPSC funds to pay for Lim's property, instead of utilizing all of it for the construction of the training facilities.

<sup>15</sup> *Rollo*, p. 41.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> *Id.* at 42.

<sup>19</sup> *Id.* at 43-44.

<sup>20</sup> *Id.* at 42.

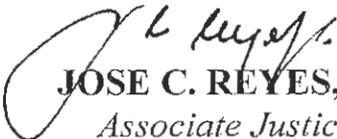
Bad faith was likewise manifestly shown by Coloma when he orchestrated the immediate transfer of the funds to the bank accounts of the contractors, to prevent these funds from reverting back to the national treasury. This was done without a single disbursement voucher being approved or any supporting document being submitted. Coloma likewise accorded himself control over the funds by making himself co-signatory to the checking account over these funds, and disbursing the said funds to the contractors. x x x

From the onset, there was evident intent to deceive the government. After the funds were removed from the control of PPSC, Coloma continued to perpetrate his conscious doing of a wrong by subsequently reporting that the project was completed, when in fact it was not. In accounting for the funds, he made it appear that the money paid for the land was part of the cost of materials purchased for the construction of the training buildings, since there is nothing in the budget providing for an acquisition of land.<sup>21</sup>

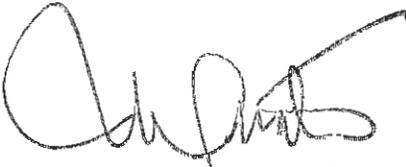
All told, the Court finds no reason to overturn the ruling of the Sandiganbayan that Coloma is guilty of violating Section 3(e) of R.A. No. 3019. Interestingly, the factual milieu of this case is identical to that in *Coloma, Jr. v. Sandiganbayan*,<sup>22</sup> where the Court held that Coloma failed to controvert the evidence against him. The opinion of the Court remains the same here.

**WHEREFORE**, the petition is **DENIED**. The challenged March 30, 2017 Decision and July 25, 2017 Resolution of the Sandiganbayan in SB-07-CRM-0021, are hereby **AFFIRMED**.

**SO ORDERED.**

  
**JOSE C. REYES, JR.**  
*Associate Justice*

**WE CONCUR:**

  
**DIOSDADO M. PERALTA**  
*Chief Justice*  
*Chairperson*

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<sup>21</sup> *Rollo*, 45-46.

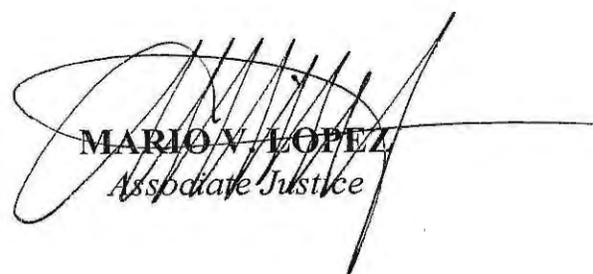
<sup>22</sup> 744 Phil. 214 (2014)



**ALFREDO BENJAMIN S. CAGUIOA**  
*Associate Justice*



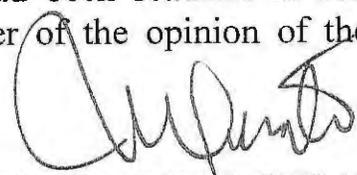
**AMY C. LAZARO-JAVIER**  
*Associate Justice*



**MARIO V. LOPEZ**  
*Associate Justice*

**CERTIFICATION**

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**DIOSDADO M. PERALTA**  
*Chief Justice*

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