Supreme Court E-Library

SPECIAL SECOND DIVISION

[G.R. Nos. 191611-14; April 6, 2022]

LIBRADO M. CABRERA and FE M. CABRERA, *Petitioners*, *v.* **PEOPLE OF THE PHILIPPINES,** *Respondent*.

R E S O L U T I O N

PERLAS-BERNABE, *J.*:

Before the Court is a motion[1] filed by petitioners Librado M. Cabrera (Librado) and Fe M. Cabrera (Fe; collectively, petitioners) seeking reconsideration of the Court's Decision[2] dated July 29, 2019, which affirmed the Resolution[3] dated March 10, 2010 and the Decision[4] dated November 19, 2009 of the Sandiganbayan (SB) in Consolidated Criminal Case Nos. 27555, 27556, 27557, and 27558.

The Facts

This case stemmed from four (4) Informations filed and consolidated before the SB charging petitioners, together with Luther H. Leonor (Luther), with violation of Section 3 (e) of Republic Act No. (RA) 3019,[5] otherwise known as the "Anti-Graft and Corrupt Practices Act," to wit:

Criminal Case No. 27555

That for the period from January 30, 1998 to June 30, 1998, or sometime prior or subsequent thereto, in the Municipality of Taal,

---

1 *Rollo*, pp. 307-326.

2 Id. at 290-306. Penned by Associate Justice Jose C. Reyes, Jr. (Ret.), with Senior Associate Justice Antonio T. Carpio (Ret.) and Associate Justices Estela M. Perlas-Bernabe, Alfredo Benjamin S. Caguioa and Amy C. Lazaro-Javier concurring.

3 Id. at 61-68. Penned by Associate Justice Jose R. Hernandez with Associate Justices Gregory S. Ong and Roland B. Jurado, concurring.

4 Id. at 32-60.

5 (August 17, 1960).

Supreme Court E-Library

Province of Batangas, Philippines, and within the jurisdiction of this Honorable Court, above-named accused LIBRADO M. CABRERA and LUTHER LEONOR, both public officers, being then the Municipal Mayor and Municipal Councilor, respectively, of the Municipality of Taal, Batangas, committing the offense herein charged, in conspiracy and connivance with each other and in relation to their office, taking advantage of their official position, and through manifest partiality, evident bad faith or gross inexcusable negligence, did then and there willfully, unlawfully and criminally give unwarranted benefits to Diamond Laboratories, Inc. (DLI), a corporation owned by the relatives by consanguinity of the accused LIBRADO M. CABRERA, by directly purchasing medicines on several occasions only from the said Diamond Laboratories, Inc. without the benefit of public bidding or canvass from different duly-licensed manufacturers, thereby depriving the Municipality of Taal, Batangas the opportunity to avail of a better price of the same quality of supplies, in the total amount of FIVE HUNDRED THREE THOUSAND NINE HUNDRED TWENTY PESOS & THIRTY-FIVE CENTAVOS (₱503,920.35), with accused LUTHER LEONOR, who, in conspiracy and connivance with accused LIBRADO M. CABRERA, acted as the authorized representative of Diamond Laboratories, Inc. despite his being a Municipal Councilor of Taal, Batangas, by receiving all payments due and on behalf of the Diamond Laboratories, Inc. and by signing all pertinent documents of the transactions, at the same time cause undue injury to the Municipality of Taal, Batangas, to the Government as a whole and to public interest.

CONTRARY TO LAW.[6]

Criminal Case No. 27556

That for the period from March 13, 1998 to June 22, 1998, or sometime prior or subsequent thereto, in the Municipality of Taal, Province of Batangas, Philippines, and within the jurisdiction of this Honorable Court, above-named accused LIBRADO M. CABRERA, a public officer, being then the Municipal Mayor of Taal, Batangas, committing the offense herein charged in relation to his office, taking advantage of his official position, and through manifest partiality, evident bad faith or gross inexcusable negligence, did then and there willfully, unlawfully and criminally cause undue injury to the Municipality of Taal, Batangas, to the Government as a whole and to public interest, at the same time,

---

6 *Rollo*, pp. 70-71.

Supreme Court E-Library

give unwarranted benefits to himself by reimbursing, collecting and appropriating for himself, the aggregate amount of TWENTY SEVEN THOUSAND SIX HUNDRED FIFTY-ONE PESOS & EIGHTY-THREE CENTAVOS (₱27,651.83) from the Municipal coffers of Taal, Batangas, representing his expenses incurred during his unauthorized and illegal travels, to the damage and prejudice of the Municipality of Taal, Batangas, to the Government as a whole and to public interest in the said amount of ₱27,651.83.

CONTRARY TO LAW.[7]

Criminal Case No. 27557

That for the period from July 28, 1998 to July 6, 1999, or sometime prior or subsequent thereto, in the Municipality of Taal, Province of Batangas, Philippines, and within the jurisdiction of this Honorable Court, above-named accused FE M. CABRERA and LUTHER LEONOR, both public officers, being then the Municipal Mayor and Municipal Councilor, respectively, of the Municipality of Taal, Batangas, committing the offense herein charged, in conspiracy and connivance with each other and in relation to their office, taking advantage of their official position, and through manifest partiality, evident bad faith or gross inexcusable negligence, did then and there willfully, unlawfully and criminally give unwarranted benefits to Diamond Laboratories, Inc. (DLI), a corporation owned by the relatives by affinity of the accused FE M. CABRERA, by directly purchasing medicines on several occasions only from the said Diamond Laboratories, Inc. without the benefit of public bidding or canvass from different duly-licensed manufacturers, thereby depriving the Municipality of Taal, Batangas the opportunity to avail of a better price of the same quality of supplies, in the total amount of ONE MILLION FORTY-TWO THOUSAND NINE HUNDRED TWO PESOS & FORTY-SIX CENTAVOS (₱1,042,902.46), with accused LUTHER LEONOR, who, in conspiracy and connivance with accused FE M. CABRERA, acted as the authorized representative of Diamond Laboratories, Inc. despite his being a Municipal Councilor of Taal, Batangas, by receiving all payments due and on behalf of the Diamond Laboratories, Inc. and by signing all pertinent documents of the transactions, at the same time cause undue injury to the Municipality of Taal, Batangas, to the Government as a whole and to public interest.

CONTRARY TO LAW.[8]

---

[7] Id. at 76-77.

[8] Id. at 73-74.

Supreme Court E-Library

Criminal Case No. 27558

That for the period from August 31, 1998 to September 1, 1999, or sometime prior or subsequent thereto, in the Municipality of Taal, Province of Batangas, Philippines, and within the jurisdiction of this Honorable Court, above-named accused FE M. CABRERA, a public officer, being then the Municipal Mayor of Taal, Batangas, committing the offense herein charged in relation to her office, taking advantage of her official position, and through manifest partiality, evident bad faith or gross inexcusable negligence, did then and there willfully, unlawfully and criminally cause undue injury to the Municipality of Taal, Batangas, to the Government as a whole and to public interest, at the same time, give unwarranted benefits to herself by reimbursing, collecting and appropriating for herself, the aggregate amount of ONE HUNDRED SEVENTY THOUSAND NINE HUNDRED EIGHTY-SEVEN PESOS & SIXTY-SIX CENTAVOS (₱170,987.66) from the Municipal coffers of Taal, Batangas, representing her expenses incurred during her unauthorized and illegal travels, to the damage and prejudice of the Municipality of Taal, Batangas, to the Government as a whole and to public interest in the said amount of ₱27,651.83 *(sic)*.

CONTRARY TO LAW.[9]

In **Criminal Case Nos. 27555** and **27557**, the prosecution alleged that petitioners, during their respective tenures as municipal mayor of Taal, Batangas sometime from January 30, 1998 to July 6, 1999[10] and in conspiracy with Luther, acted with manifest partiality, evident bad faith, or gross inexcusable negligence in violating procurement rules under RA 7160,[11] otherwise known as the "Local Government Code of 1991" (LGC), thereby giving unwarranted benefits to Diamond Laboratories, Inc. (DLI) and causing undue injury to the government. Allegedly, petitioners made several direct purchases of medicines in the total amounts of ₱503,920.35 and ₱1,042,902.46, respectively, from DLI, a

---

[9] Id. at 79-80.

[10] The relevant period for the charge against Librado was January 30, 1998 to June 30, 1998, while the relevant period for the charge against Fe was July 28, 1998 to July 6, 1999; id. at 70-71 and 73-74.

[11] Entitled "An Act Providing For A Local Government Code Of 1991," approved on October 10, 1991.

Supreme Court E-Library

corporation owned by relatives by consanguinity of Librado, without the conduct of a competitive public bidding.[12]

Meanwhile, in **Criminal Case Nos. 27556** and **27558**, the prosecution alleged that petitioners, during their respective tenures as municipal mayor of Taal, Batangas sometime from March 13, 1998 to September 1, 1999,[13] acted with manifest partiality, evident bad faith, or gross inexcusable negligence by unduly reimbursing the aggregate amounts of ₱27,651.83 and ₱170,987.66, respectively, as travel expenses in connection with unauthorized travels outside the municipality, thereby giving themselves unwarranted benefits, to the damage and prejudice of the government.[14]

In defense, petitioners maintained that they cannot be deemed to have violated procurement rules since the purchases made from DLI can be characterized as emergency purchases from a duly licensed manufacturer; thus, dispensing with the need to conduct a competitive public bidding under the LGC. On the other hand, as to the allegedly improper reimbursement of travel expenses, petitioners claimed that their travels outside the municipality had been verbally authorized by then Governor Hermilando I. Mandanas (Mandanas) in accordance with the LGC and in any case, were subsequently ratified by him in writing. They also argued that the amounts spent for such purpose were absolutely necessary and incidental to the exercise of their public functions.[15]

For his part, Luther asserted that he was not discharging any official administrative, or judicial functions relative to the allegedly illegal procurement as his participation was merely limited to the collection of payments on behalf of DLI.[16]

---

[12] See *rollo*, pp. 36 and 39.

[13] The relevant period for the charge against Librado was March 13, 1998 to June 22, 1998, while the relevant period for the charge against Fe was August 31, 1998 to September 1, 1999; id. at 76-77 and 79-80.

[14] Id. at 36.

[15] Id. at 37.

[16] Id.

Supreme Court E-Library

The SB Ruling

In a Decision[17] dated November 19, 2009, the SB found petitioners guilty beyond reasonable doubt and accordingly, sentenced each of them to suffer the following penalties: *(a)* in Criminal Case Nos. 27555 and 27556, for two (2) counts of violation of Section 3 (e) of RA 3019, Librado was sentenced to suffer the penalty of imprisonment of six (6) years and one (1) month to ten (10) years for each count; and *(b)* in Criminal Case Nos. 27557 and 27558, for two (2) counts of violation of Section 3 (e) of RA 3019, Fe was sentenced to suffer the penalty of imprisonment of six (6) years and one (1) month to ten (10) years for each count. Petitioners were also ordered to respectively pay the amounts of ₱27,651.83 and ₱170,987.66 as actual damages in favor of the Municipality of Taal, Batangas.[18]

In **Criminal Case Nos. 27555** and **27557** involving the purchase of medicines without public bidding, the SB ruled that all the elements of Section 3 (e) of RA 3019 have been duly established, considering that: *(a)* petitioners were public officers who were performing their administrative and official functions; *(b)* they acted with manifest partiality in directly purchasing the medicines from DLI, a corporation owned by relatives by consanguinity of Librado, without public bidding and in violation of procurement rules; and *(c)* DLI was conferred with an unwarranted benefit.[19] Meanwhile, in **Criminal Case Nos. 27556** and **27558**, pertaining to the improper reimbursements of travel expenses, the SB also found that all elements of Section 3 (e) of RA 3019 were present since: *(a)* petitioners were public officers who were performing their administrative and official functions; *(b)* they acted with evident bad faith and gross inexcusable negligence in reimbursing their travel expenses without prior written authorization of their travels outside the municipality; and *(c)* the government suffered undue injury in the total amounts of ₱27,651.83 and ₱170,987.66.[20]

---

17 Id. at 32-60.

18 Id. at 58.

19 Id. at 44-57.

20 Id.

Supreme Court E-Library

For his part, Luther was acquitted on both counts of violation of Section 3 (e) of RA 3019 under **Criminal Case Nos. 27555** and **27557** on account of the prosecution's failure to prove his guilt beyond reasonable doubt.[21]

Aggrieved, petitioners moved for reconsideration of the SB ruling,[22] which was denied in a Resolution[23] dated March 10, 2010. Undaunted, petitioners elevated the matter to the Court via a petition for review on *certiorari* under Rule 45 of the Rules of Court.[24]

The Proceedings Before the Court

In a Decision[25] dated July 29, 2019, the Court affirmed the SB ruling *in toto*. Concurring with the lower court's findings, the Court held that, for each count charged against petitioners, records substantiate the existence of all the elements of Section 3 (e) of RA 3019. Anent the direct purchase of medicines in **Criminal Case Nos. 27555** and **27557**, the Court sustained the finding of **manifest partiality** against petitioners, acting as public officers, and their giving of unwarranted benefits to a private party. It held that the existence of these elements was clearly demonstrated by their award of a procurement contract to DLI, a corporation owned and managed by relatives, without the conduct of a public bidding and without compliance with the requirements of the exceptions thereto, as mandated by Sections 356[26] and 366[27] of

---

21 Id. at 58.

22 Id. at 82-97 and 98-114.

23 Id. at 61-68.

24 Id. at 3-31.

25 Id. at 290-306.

26 Section 356. General Rule in Procurement or Disposal. — Except as otherwise provided herein, acquisition of supplies by local government units shall be through competitive public bidding. Supplies which have become unserviceable or no longer needed shall be sold, whenever applicable, at public auction, subject to applicable rules and regulations.

27 Section 366. Procurement without Public Bidding. — Procurement of supplies may be made without the benefit of public bidding under any of the following modes:

Supreme Court E-Library

the LGC and pertinent provisions of its implementing rules and regulations (IRR).

On the other hand, with respect to petitioners' reimbursements of travel expenses, the Court similarly agreed with the SB in holding that the same was attended with evident bad faith and gross inexcusable negligence to the prejudice of the government. By statutory construction of Section 96 (b) of the LGC, the Court held that a prior written permission from the governor should be secured before any travel outside the province by a municipal mayor may be valid. As petitioners failed to comply with such requirement, their subject travels between March 13, 1998 to September 1, 1999 should be deemed unauthorized, rendering their reimbursement of travel expenses in connection therewith invalid.[28]

Undeterred, petitioners moved for reconsideration[29] arguing, among others, that: *(a)* the mere absence of a public bidding does not automatically equate to a conviction under Section 3 (e) of RA 3019, since the elements of the crime must still be proven beyond reasonable doubt; *(b)* prior permission through verbal means should already be deemed sufficient for purposes of travel authorization under Section 96 (b) of the LGC; and *(c)* in any event, they honestly believed in good faith that (1) the purchase of medicines were covered by the exceptions to public bidding, and (2) verbal permission of the questioned travels was already sufficient, which hence negated the crucial element of evident bad faith, manifest partiality, or gross inexcusable negligence under Section 3 (e) of RA 3019.

(a) Personal canvass of responsible merchants;
(b) Emergency purchase;
(c) Negotiated purchase;
(d) Direct purchase from manufacturers or exclusive distributors; and
(e) Purchase from other government entities.

[28] *Rollo*, pp. 293-304.

[29] Id. at 307-326.

Supreme Court E-Library

The Court's Ruling

Upon further review, the Court finds merit in petitioners' motion for reconsideration.

At the onset, it must be emphasized that "an accused has in his/her favor the presumption of innocence which the Bill of Rights guarantees. ***Unless his/her guilt is shown beyond reasonable doubt, he/she must be acquitted***. This reasonable doubt standard is demanded by the due process clause of the Constitution, which protects the accused from conviction except upon proof beyond reasonable doubt of every fact necessary to constitute the crime with which he is charged. ***The burden of proof is on the prosecution, and unless it discharges that burden the accused need not even offer evidence in his/her behalf, and he/she would be entitled to an acquittal***."[30]

Guided by the foregoing considerations and as will be explained hereunder, the Court finds that petitioners' conviction for the crimes charged must be set aside on the ground of reasonable doubt.

Section 3 (e) of RA 3019 states:

> Section 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 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.

Breaking down the above provision, the elements of violation of Section 3 (e) of RA 3019 are as follows: *(a)* that the accused

---

[30] See *Jose Tapales Villarosa v. People*, G.R. Nos. 233155-63, June 23, 2020.

Supreme Court E-Library

must be a public officer discharging administrative, judicial, or official functions (or a private individual acting in conspiracy with such public officers); *(b)* **that he or she acted with manifest partiality, evident bad faith, or inexcusable negligence**; and *(c)* that his or her 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 or her functions.[31]

Significantly, with respect to the second element on the three distinct modes of commission of the offense, case law expounds:

> There is **"manifest partiality"** when there is a clear, notorious or plain inclination or predilection to favor one side or person rather than another. **"Evident bad faith"** connotes not only bad judgment but also palpably and patently fraudulent and dishonest purpose to do moral obliquity or conscious wrongdoing for some perverse motive or ill will. It contemplates a state of mind affirmatively operating with furtive design or with some motive or sell-interest or ill will or for ulterior purposes. **"Gross inexcusable negligence"** refers to negligence characterized by the want of even the slightest care, acting or omitting to act in a situation where there is a duty to act, not inadvertently but willfully and intentionally, with conscious indifference to consequences insofar as other persons may be affected.[32] (Emphases in the original)

While there is no dispute as to the existence of the first element, a closer look at the records of the case shows that the second element was not established by proof beyond reasonable doubt.

Notably, anent the second element, prevailing case law elucidates that "to constitute evident bad faith or manifest partiality, it must be proven that the accused acted with malicious motive or fraudulent intent. **It is not enough that the accused violated a law, committed mistakes or was negligent in his duties. There must be a clear showing that the accused was spurred by a corrupt motive or a deliberate intent to do wrong**

---

[31] See *People v. Naciongayo*, G.R. No. 243897, June 8, 2020, citing *Cambe v. Ombudsman*, 802 Phil. 190, 216-217 (2016).

[32] See *People v. Pallasigue*, G.R. Nos. 248653-54, July 14, 2021, citing *Uriarte v. People*, 540 Phil. 477, 494 (2006).

Supreme Court E-Library

or cause damage. Thus, as the Court explained about 20 years ago in *Sistoza v. Desierto*, ***mere bad faith or partiality per se is not enough for one to be held liable under the law since the act of bad faith or partiality must in the first place be evident or manifest***."[33]

More pertinent to the matter of procurement, the Court, in the recent case of *Martel v. People (Martel)*,[34] had the occasion to emphasize that **"in order to successfully prosecute the accused under Section 3 (e) of R.A. 3019 based on a violation of procurement laws, the prosecution cannot solely rely on the fact that a violation of procurement laws has been committed."**[35] Stressing that the peculiar spirit animating RA 3019 is the **prevention of graft and corruption**, the Court, in *Martel*, thus explained that the prosecution must prove beyond reasonable doubt that the ***subject procurement was motivated by a corrupt intent*** to favor another or to unduly receive any pecuniary benefit. It added that "[i]t is simply absurd to criminally punish every minute mistake that incidentally caused a benefit to private parties even when these acts were not done with corrupt intent,"[36] *viz.*:

Violations of R.A. 3019 must be grounded on graft and corruption

x x x x

At this juncture, the **Court emphasizes the spirit that animates R.A. 3019**. As its title implies, and as what can be gleaned from the deliberations of Congress, **R.A. 3019 was crafted as an anti-graft and corruption measure. At the heart of the acts punishable under R.A. 3019 is corruption**. As explained by one of the sponsors of the law, Senator Arturo M. Tolentino, "[w]hile we are trying to penalize, the main idea of the bill is graft and corrupt practices. x x x Well, the idea of graft

---

[33] See *Macairan v. People*, G.R. Nos. 215104, 215120, 215147, 215212, 215354-55, 215377, 215923 & 215541, March 18, 2021.

[34] See G.R. Nos. 224720-23 & 224765-68, February 2, 2021.

[35] See id.

[36] See id.

Supreme Court E-Library

is the one emphasized." Graft entails the acquisition of gain in dishonest ways.

In the instant case, petitioners' act of pursuing the subject procurements was **motivated not by <u>any corrupt intent</u> to favor one car dealer over another or to unduly receive any pecuniary benefit**. Based on the evidence on record, petitioners' actuations were simply based on their honest belief that direct procurement was legally permissible. **There was no showing that graft and corruption actually transpired**. x x x

x x x x

To reiterate, petitioners believed in good faith that direct purchase as the mode of procurement was justified under Section 371 of the LGC. Moreover, the procurement documents were transmitted to the Provincial Auditor of the COA prior to the procurement precisely to give the COA a chance to say if such procurement was not allowed. It was only when the COA did not give any adverse comment that the purchase proceeded. **These circumstances strengthen the conclusion that petitioners were not <u>animated by any corrupt motive</u>**.

Indeed, while public office is a public trust, the Court is called upon to refrain from interpreting the laws to effectively be a disincentive to individuals in joining the public service. **<u>It is simply absurd to criminally punish every minute mistake that incidentally caused a benefit to private parties even when these acts were not done with *corrupt intent*</u>**.[37] (Emphases and underscoring supplied)

Thus, an acquittal for a charge of violation of Section 3 (e) of RA 3019 is warranted when the accused's non-compliance with the procurement law and rules "was motivated not by any evil scheme to profit, but by [an] honest, albeit mistaken, belief that the alternative mode of direct contracting was warranted."[38]

In this case, the prosecution failed to prove beyond reasonable doubt that the alleged acts of the accused — while violative of the procurement law and rules — were done with any corrupt intent. On the contrary, records support petitioners' assertion that they merely mistakenly believed that the purchase of medicines

---

[37] See id.

[38] See id.

Supreme Court E-Library

was covered by the exceptions to the rule on public bidding (*i.e.*, as emergency purchases and purchases from a duly licensed manufacturer) and that the reimbursement of their travel expenses was valid.

To recall, Section 366 of the LGC allows procurement without the benefit of public bidding in the following instances:

> SECTION 366. Procurement without Public Bidding. — Procurement of supplies may be made **without the benefit of public bidding** under any of the following modes:
>
> (a) Personal canvass of responsible merchants;
>
> **(b) Emergency purchase;**
>
> (c) Negotiated purchase;
>
> **(d) Direct purchase from manufacturers or exclusive distributors**; and
>
> (e) Purchase from other government entities.
> (Emphases and underscoring supplied)

To debunk the claim of manifest partiality, petitioners were able to present[39] a Purchase Request[40] from Dr. Adolfo Magistrado (Dr. Magistrado), the Head of the Municipal Health Office of Taal, Batangas, **certifying that the need for the purchased medicines was "exceptionally urgent or absolutely indispensable to prevent imminent and real danger to, or loss of, life or property."**[41] While said request was incomplete in details, still, the emergency nature of the questioned purchases was determined not by petitioners themselves, but by the Municipal Health Officer, who was the local official tasked to take charge and formulate measures on issues and concerns pertaining to health services.[42] There is nothing on record which belies the credibility or authenticity of this purchase request. Neither is there any proof

---

[39] *Rollo*, p. 45.

[40] Id. at 119.

[41] Id. at 320. See also id. at 119.

[42] See Section 478 of the LGC.

on record to show that petitioners merely cajoled Dr. Magistrado into issuing the said purchase request in order to accommodate DLI, which happens to be a corporation owned and managed by petitioners' relatives. To assume that such request was only issued or that an emergency/direct purchase was resorted to just because of the relationship of DLI's owners with petitioners would simply be speculative.

Aside from the foregoing, in maintaining that the procurements need not undergo public bidding, petitioners also presented as evidence a Resolution[43] dated February 3, 2000 from the Office of the Deputy Ombudsman for Luzon **stating that DLI is a duly licensed manufacturer**. To petitioners, this demonstrated their honest belief that the direct purchase of medicines pursuant to Section 366 (d) of the LGC was, in fact, permitted.

While there is no denying that the specific requirements for emergency/direct purchase under the procurement law and rules were not complied with,[44] the evidence presented by petitioners cast reasonable doubt as to the existence of manifest partiality, as ruled to be attendant by the SB. Ultimately, upon careful reconsideration, the prosecution was **not** able to show by proof beyond reasonable doubt that the failure to conduct public bidding in this case was "spurred by a corrupt or ill motive" so as to fall within the purview of the element of "manifest partiality" under Section 3 (e) of RA 3019. To reiterate, **"manifest partiality" constitutes a clear, notorious, or plain inclination or predilection to favor one side or person rather than another**,[45] which was not amply shown in this case. It is also noteworthy that the prosecution did not present any evidence showing that the medicines purchased from DLI were overpriced or that there were other manufacturers offering the same for a cheaper price.[46] Further, the fact that DLI

---

[43] *Rollo*, pp. 115-118. Issued by Graft Investigation Officer II Jane S. Ong and Director Emilio A. Gonzalez, III and approved by Deputy Ombudsman for Luzon Jesus F. Guerrero and Ombudsman Aniano A. Desierto.

[44] See Article 437 of the Implementing Rules and Regulations of the LGC.

[45] See *Martel v. People*, supra note 34.

[46] *Rollo*, p. 313.

Supreme Court E-Library

is a corporation owned and managed by petitioners' relatives is not enough to prove manifest partiality, and consequently convict them and in turn, make them languish in jail. As case law states, to sustain a conviction based on mere allegation of preferential treatment is constitutionally impermissible, for suppositions would not amount to proof beyond reasonable doubt by virtue of their nature as conjectural and speculative.[47] In fact, as per prevailing jurisprudence, the Court has even stated that partiality *per se* is not enough for one to be held liable under the law since the act of partiality must, in the first place, be manifest.[48]

In the same vein, there is also merit to petitioners' contention that they honestly believed that verbal permission of their travels was already sufficient under Section 96 of the LGC.

The provision states:

SECTION 96. *Permission to Leave Station*. — (a) Provincial, city, municipal, and barangay appointive officials going on official travel shall apply and secure written permission from their respective local chief executives before departure. The application shall specify the reasons for such travel, and the permission shall be given or withheld based on considerations of public interest, financial capability of the local government unit concerned and urgency of the travel. Should the local chief executive concerned fail to act upon such application within four (4) working days from receipt thereof, it shall be deemed approved.

(b) Mayors of component cities and municipalities shall secure the permission of the governor concerned for any travel outside the province.

(c) Local government officials traveling abroad shall notify their respective *sanggunian*: *Provided*, That when the period of travel extends to more than three (3) months, during periods of emergency or crisis or when the travel involves the use of public funds, permission from the Office of the President shall be secured.

(d) Field officers of national agencies or offices assigned in provinces, cities, and municipalities shall not leave their official stations without

---

[47] See *Rivera v. People*, G.R. No. 228154, October 16, 2019, citing *Zapanta v. People*, 759 Phil. 156, 170-171 (2015).

[48] *Macairan v. People*, supra note 33.

Supreme Court E-Library

giving prior written notice to the local chief executive concerned. Such notice shall state the duration of travel and the name of the officer whom he shall designate to act for and in his behalf during his absence. (Emphasis and underscoring supplied)

A cursory reading of the foregoing provision reveals that unlike paragraph (a), the wording of paragraph (b) does not explicitly state any qualification as to the form of permission for mayors of component cities and municipalities to travel outside the province. To the Court's mind, such imprecise phraseology grants ostensible basis for petitioners' plea of good faith that they honestly believed that verbal permission was already sufficient to authorize their travels.

All the more, Governor Mandanas — the authorizing officer at that time — testified that he adopted a "freedom of travel" policy during his tenure, and as such, **gave blanket authority to his mayors to travel outside their respective municipalities**.[49] **He also subsequently ratified the questioned travels in writing**.[50] As petitioners' travels appeared authorized and valid, there was, likewise, basis for them to reimburse their incidental expenses. To stress, absent the crucial elements of evident bad faith, manifest partiality, or gross inexcusable negligence, public officers cannot be held criminally liable under Section 3 (e) of RA 3019.

In any event, records show that the amounts subject of the reimbursements were indeed used for official travel to and from various government offices outside Batangas, such as the Senate, Congress, Department of Interior and Local Government, Department of Agriculture, Department of Public Works and Highways, and the National Economic and Development Authority.[51] In fact, itineraries of travel, certificates of appearance, and receipts of payments were attached to the disbursement vouchers that petitioners approved.[52] Thus, as the amounts were necessary and incidental to the exercise of public functions, it

---

[49] *Rollo*, p. 49.

[50] Id. at 37 and 48-50.

[51] *Rollo*, p. 318.

[52] Id. at 40-41.

Supreme Court E-Library

cannot be concluded that they redounded to petitioners' undue personal benefit.

That being said, it is unnecessary to discuss the existence of the third element, as the absence of the second element, as herein discussed, is already sufficient to acquit.

All told, for failure of the prosecution to prove petitioners' guilt for each of the charges under Section 3 (e) of RA 3019 beyond reasonable doubt, their conviction for the crimes charged must be set aside. Verily, the Court must meticulously examine the established facts through the lens of the elements of Section 3 (e) of RA 3019.[53] Thus, as held in *People v. Pallasigue*,[54] "the alleged irregular or anomalous act or conduct complained of under RA 3019 must not only be intimately connected with the discharge of the official functions of accused. It must also be accompanied by some benefit, material or otherwise, and it must have been deliberately committed for a dishonest and fraudulent purpose and in disregard of public trust."[55]

As a final word, it bears emphasizing that no less than our Constitution guarantees the basic and indefeasible right to a presumption of innocence to all citizens, including public officers.[56] It is well-settled that the evidence adduced against the accused must be closely examined under the lens of the judicial microscope and that the conviction flows only from the moral certainty that guilt has been established by proof beyond reasonable doubt.[57] When such high standard is not met — as in this case — the Court is bound to rule in favor of the accused and accordingly acquit them.

WHEREFORE, the motion for reconsideration is **GRANTED**. The Decision dated November 19, 2009 and the Resolution dated

---

[53] *Martel v. People*, supra note 34.

[54] See G.R. Nos. 248653-54, July 14, 2021.

[55] See id.

[56] Constitution, Art.III, Sec. 14 (2). See also *Martel v. People*, supra note 34.

[57] *Miranda v. Sandiganbayan*, 815 Phil. 123, 154 (2017), citing *Zapanta v. People*, 759 Phil. 156, 178 (2015).

Supreme Court E-Library

March 10, 2010 of the Sandiganbayan in Criminal Case Nos. 27555, 27556, 27557, and 27558 are hereby **REVERSED** and **SET ASIDE**. Consequently, petitioners Librado M. Cabrera and Fe M. Cabrera are **ACQUITTED** of the crimes charged for failure of the prosecution to prove their guilt beyond reasonable doubt.

Let the corresponding entry of judgment be issued immediately.

SO ORDERED.

Lazaro-Javier, Rosario, and *Marquez, JJ.*, concur.

Caguioa, J., see concurring opinion.

APPEARANCES OF COUNSEL

Medialdea Bello & Suarez for petitioners.
Office of the Special Prosecutor for respondent.

CONCURRING OPINION

CAGUIOA, *J.*:

I fully concur with the *ponencia* in acquitting petitioners Librado M. Cabrera (Librado) and Fe M. Cabrera (Fe) (collectively, petitioners). I submit this separate Concurring Opinion if only to stress anew that a violation of a procurement law does not *ipso facto* translate into a violation of Section 3(e) of Republic Act No. (RA) 3019.

Brief review of the facts

Petitioners are charged separately with two counts each of violation of Section 3(e) of RA 3019 for similar acts committed during their respective terms as municipal mayor of Taal, Batangas.

The first charge against petitioner Librado, as Municipal Mayor of Taal, Batangas and in alleged conspiracy with the Municipal Councilor Luther Leonor (Leonor), pertains to the direct purchase of medicines on several occasions from Diamond Laboratories,

Supreme Court E-Library

Inc. (DLI), a corporation owned by relatives by consanguinity of petitioner Librado, without the benefit of public bidding or canvass. The second charge against him arose from reimbursements of expenses he incurred during allegedly unauthorized travels.

Similarly, the first charge against petitioner Fe, as Municipal Mayor of Taal, Batangas and in alleged conspiracy with Municipal Councilor Leonor, also pertains to the direct purchase of medicines on several occasions from DLI, a corporation owned by relatives by affinity of petitioner Fe, without the benefit of public bidding or canvass. The second charge against her likewise arose from reimbursements of expenses she incurred during allegedly unauthorized travels.

Petitioners interposed identical defenses. With respect to the direct purchase of medicines from DLI, petitioners averred that the purchases were in the nature of emergency purchases from a duly licensed manufacturer; hence, there is no need to conduct a competitive public bidding under the Local Government Code (LGC). As to the supposedly improper reimbursements of their travel expenses, petitioners claimed that they had been verbally authorized by then Governor Hermilando I. Mandanas (Governor Mandanas) in compliance with the LGC. In fact, then Governor Mandanas subsequently ratified such authorization in writing.

Leonor, on the other hand, alleged that his participation in the illegal procurement was limited to the collection of payments from DLI.

The Sandiganbayan acquitted Leonor on both counts but found that petitioners acted with manifest partiality in causing the direct purchase of medicines from DLI and with evident bad faith and gross inexcusable negligence in reimbursing their travel expenses without prior written authorization.

In a Decision dated July 29, 2019, the Court affirmed the findings of the Sandiganbayan. Petitioners thereafter sought reconsideration, which the Court now grants upon further review.

Supreme Court E-Library

At the outset, I observe that the Information filed against petitioners employed a shotgun method of listing the three modes by which Section 3(e) may be violated, *i.e.*, through evident bad faith, manifest partiality, and gross inexcusable negligence, despite the fact that the first two are committed by means of *dolo* while the third is by *culpa*; therefore, making it illogical for all three modes to be simultaneously present.

The prosecution was not able to prove beyond reasonable doubt the element of manifest partiality in the purchase of medicines

There is manifest partiality when there is a clear, notorious, or plain inclination or predilection to favor one side or person rather than another. "Partiality" is synonymous with "bias" which "excites a disposition to see and report matters as they are wished for rather than as they are."[1] Mere partiality is not sufficient — the same must be manifest.

In the case at bar, the *ponente* correctly found that the evidence on record is *not sufficient to prove beyond reasonable doubt* that there was manifest partiality on the part of petitioners when they caused medicines to be purchased directly from DLI. Section 366[2] of the LGC allows procurement without public bidding in case of an emergency purchase and/or direct purchase from a manufacturer. To prove their genuine belief that the purchases of the medicine could be made without public bidding, petitioners presented a Purchase Request from the Head of the Municipal

---

[1] *Villarosa v. Ombudsman*, G.R. No. 221418, January 23, 2019, 891 SCRA 244, 263.

[2] SECTION 366. *Procurement Without Public Bidding*. — Procurement of supplies may be made without the benefit of public bidding under any of the following modes:
(a) Personal canvass of responsible merchants;
(b) Emergency purchase;
(c) Negotiated purchase;
(d) Direct purchase from manufacturers or exclusive distributors; and
(e) Purchase from other government entities.

Supreme Court E-Library

Health Office of Taal, Batangas, certifying the exceptional urgency for the purchased medicines "to prevent [an] imminent and real danger to, or loss of, life or property."[3] Petitioners likewise presented a resolution from the Office of the Deputy Ombudsman for Luzon showing that DLI is a duly licensed manufacturer. These pieces of evidence, unrebutted by the prosecution, create reasonable doubt on the guilt of petitioners.[4]

Clearly, petitioners had basis to believe that there was no need to conduct a public bidding because the purchase of the medicines fell under emergency purchase and/or direct purchase from a manufacturer. Petitioners' good faith belief, which finds basis in Section 366 of the LGC, negates the element of manifest partiality.

Although the purchase did not comply strictly with the procurement laws, such does not automatically lead to a violation of Section 3(e) of RA 3019. It is simply absurd to criminally punish every official who violates procurement laws. For a violation of the procurement laws to give rise to a violation of Section 3(e) of RA 3019, it is not enough for the prosecution to show that irregularities attended the procurement. The prosecution must further prove each and every element of Section 3(e) of RA 3019. In other words, the prosecution must establish that such irregularities were animated with *corrupt intent*.

The element of evident bad faith is absent in the reimbursement of travel expenses

Evident bad faith "contemplates a 'state of mind affirmatively operating with furtive design or with some motive or self-interest or ill will or for ulterior purposes.'"[5] Evident bad faith "does not simply connote bad judgment or negligence"[6] but of having a "palpably and patently fraudulent and dishonest purpose to

---

3 *Ponencia*, p. 10. Emphasis omitted.

4 Id. at 11.

5 *Air France v. Carrascoso*, 124 Phil. 722, 737 (1966).

6 *Fonacier v. Sandiganbayan*, 308 Phil. 660, 693 (1994).

Supreme Court E-Library

do moral obliquity or conscious wrongdoing for some perverse motive or ill will. It contemplates a state of mind affirmatively operating with furtive design or with some motive or self-interest or ill will or for ulterior purposes."[7] Simply put, it partakes of the nature of fraud.[8]

In this case, I agree with the *ponencia*'s finding[9] that petitioners honestly believed that a verbal authorization is sufficient to permit their travels outside the municipality. The relevant provision of the LGC states:

> SECTION 96. *Permission to Leave Station*. — (a) Provincial, city, municipal, and barangay appointive officials going on official travel shall apply and secure **written permission** from their respective local chief executives before departure. The application shall specify the reasons for such travel, and the permission shall be given or withheld based on considerations of public interest, financial capability of the local government unit concerned and urgency of the travel. Should the local chief executive concerned fail to act upon such application within four (4) working days from receipt thereof, it shall be deemed approved.
>
> (b) **Mayors of component cities and municipalities shall secure the permission of the governor concerned for any travel outside the province.**
>
> (c) Local government officials traveling abroad shall **notify** their respective sanggunian: *Provided*, That when the period of travel extends to more than three (3) months, during periods of emergency or crisis or when the travel involves the use of public funds, **permission** from the Office of the President shall be secured.
>
> (d) Field officers of national agencies or offices assigned in provinces, cities, and municipalities shall not leave their official stations without giving prior **written notice** to the local chief executive concerned. Such notice shall state the duration of travel and the name of the officer whom he shall designate to act for and in his behalf during his absence. (Emphasis and underscoring supplied)

---

7 *Fuentes v. People*, 808 Phil. 586, 594 (2017).

8 *Fonacier v. Sandiganbayan*, supra note 6, at 693.

9 *Ponencia*, p. 12.

Supreme Court E-Library

A reading of Section 96 of the LGC reveals that paragraphs (a) and (d) require a "written permission" and "written notice" from provincial, city, municipal, and barangay appointive officials and field officers of national agencies or offices assigned in provinces, cities, and municipalities only. Both paragraphs even discussed the details that should be found in the written authorization.

On the other hand, paragraphs (b) and (c) state that only a "permission" is required of covered officials, without indicating the nature of such permission and without stipulating the details that should be included in said permission, as similarly pointed out by the *ponencia*.[10] This omission lends credence to the honest belief of petitioners that they need not have obtained a *written* permission from then Governor Mandanas. It must be emphasized that the four paragraphs pertain to different categories of public officials. Accordingly, the written permission required of *appointive* officials falling under paragraph (a) does not automatically apply to *elective* mayors of component cities and municipalities covered by paragraph (b). Evidently, Section 96 itself makes a distinction as to the nature of the permission required of the public officials falling thereunder.

When a law leaves room for interpretation, misinterpretation is inevitable. Petitioners cannot be faulted for interpreting Section 96 the way they did. Their interpretation is not entirely baseless as to amount to a deliberate misapplication of the law. Petitioners' genuine belief that the verbal permission of then Governor Mandanas is sufficient authorization for their travels, which finds basis in Section 96, negates wrongful or malicious intent. To stress, when the accused is alleged to have acted with evident bad faith under Section 3(e) of RA 3019, the crime alleged is a crime of *dolo*[11] — an offense committed with *wrongful or malicious intent*.[12] The same cannot be said of petitioners who believed in good faith that they only needed a verbal authorization from then Governor Mandanas for their travels outside the province.

---

[10] See id.

[11] *Uriarte v. People*, 540 Phil. 477, 494 (2006).

[12] See *Beradio v. Court of Appeals*, 191 Phil. 153, 163 (1981).

Supreme Court E-Library

Indeed, to criminally punish public officials for misunderstanding a law susceptible to misinterpretation is counterproductive. Public officials would have to consult with a lawyer for their every move to avoid criminal suits. This would unnecessarily impede the actions of an institution that is already unwieldy to begin with. Undue delay in the delivery of government services will become the norm, instead of the exception.

When the language of the law is vague and open to interpretation, as in this case, there is all the more basis to give petitioners the benefit of the doubt for their interpretation.

The element of gross inexcusable negligence is absent in the reimbursement of travel expenses

Gross inexcusable negligence under Section 3(e) of RA 3019, a culpable felony, does not require fraudulent intent or ill will. It is 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 willfully and intentionally with a conscious indifference to consequences insofar as other persons may be affected. It is the omission of that care which even inattentive and thoughtless persons never fail to take on their own property.[13]

Petitioners obtained a verbal permission from then Governor Mandanas authorizing their travels. Their act of securing a verbal permission cannot be characterized as one *want of even slight care and willfully and intentionally with conscious indifference to the consequences of their failure to act in accordance with the law*. As discussed, petitioners had basis to believe that they only needed to secure a verbal permission — which they did. Hence, petitioners cannot be held liable for Section 3(e) under the mode of gross inexcusable negligence.

---

[13] *Roy III v. Carpio Morales*, G.R. No. 225718, March 4, 2020, 934 SCRA 392, 402-403.

Supreme Court E-Library

That then Governor Mandanas testified that he carried out a "freedom to travel" policy, giving mayors under him blanket authority to travel outside their respective municipalities, and even subsequently ratified in writing the travels of petitioners, bolsters the honest belief of petitioners that they only needed verbal authorization for their travels.

Mistakes, no matter how patently clear, committed by a public officer are not actionable "absent any clear showing that they were motivated by malice or gross negligence amounting to bad faith."[14]

A Final Word

I reiterate my position in *Martel v. People*.[15] A violation of the procurement laws does not *ipso facto* lead to a violation of RA 3019. This was established as early as 2002 in *Sistoza v. Desierto*[16] where the Court ruled that even if the irregularities in the bidding were true and proved beyond reasonable doubt, the same does not automatically result in finding the act of the accused as culpable under RA 3019.[17]

I cannot, in good conscience, agree to punishing with imprisonment any and all violations of procurement laws. The adage that public office is a public trust is and always will be true. Yet, I cannot subscribe to the thinking that every irregularity in government transactions constitutes manifest partiality, evident bad faith, or gross inexcusable negligence that is criminally punishable. If that is the case, then we might as well dispense with administrative proceedings against public officials, for what is the sense of having a distinction between administrative and criminal cases when every single misstep merits a criminal sanction.

The pernicious practice of convicting public servants for violation of procurement laws — where there is no showing of *fraudulent and corrupt intent* — must be stopped if only to

---

[14] *Collantes v. Marcelo*, 556 Phil. 794, 806 (2007).

[15] G.R. Nos. 224720-23 and 224765-68, February 2, 2021.

[16] 437 Phil. 117 (2002).

[17] *Martel v. People*, supra note 15, at 32.

Supreme Court E-Library

permit duly elected officials to do what they are mandated, that is, render public service or, in this case, respond to an imminent medical emergency. The sword of Damocles hanging over every public servant, hounding their every step with the threat of criminal action, must be banished once and for all.

RA 3019 was crafted as an anti-graft and corruption measure. The crux of the acts punishable under RA 3019 is corruption. As explained by one of the sponsors of the law, Senator Arturo M. Tolentino, "[w]hile we are trying to penalize, the main idea of the bill is graft and corrupt practices. x x x Well, the idea of graft is the one emphasized."[18] Graft entails the acquisition of gain in *dishonest* ways.[19] **For an act to fall under Section 3(e) of RA 3019, the same must be done with *fraudulent and corrupt intent*.** Such is the purpose of RA 3019 which this Court is mandated to uphold.

Based on the foregoing, I vote to **ACQUIT** petitioners Librado M. Cabrera and Fe M. Cabrera of the crime of violation of Section 3(e) of RA 3019.

---

[18] Id. at 29, citing Senate Deliberations on RA 3019 dated July 1960.

[19] Id., citing Black's Law Dictionary 794 (9th ed. 2009).