



REPUBLIC OF THE PHILIPPINES  
**Sandiganbayan**  
QUEZON CITY

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**SEVENTH DIVISION**

**PEOPLE OF THE PHILIPPINES,**  
*Plaintiff,*

-versus -

**FLORENDO B. ARIAS,**  
**EDGAR AGBUNAG y VILLAJUAN,**  
et al.

*Accused.*

SB-13-CRM-0328, SB-13-CRM-0333,  
SB-13-CRM-0336, SB-13-CRM-0337,  
SB-13-CRM-0339, SB-13-CRM-0340,  
SB-13-CRM-0353, SB-13-CRM-0357,  
SB-13-CRM-0361, SB-13-CRM-0363,  
SB-13-CRM-0364, SB-13-CRM-0380,  
SB-13-CRM-0382, SB-13-CRM-0385,  
SB-13-CRM-0387, SB-13-CRM-0398,  
SB-13-CRM-0399, SB-13-CRM-0409,  
SB-13-CRM-0411 and SB-13-CRM-  
0412

For: Violation of Section 3 (e), RA  
3019

**PEOPLE OF THE PHILIPPINES,**  
*Plaintiff,*

-versus -

**FLORENDO B. ARIAS,**  
**EDGAR AGBUNAG y VILLAJUAN,**  
et al.

*Accused.*

SB-13-CRM-0446, SB-13-CRM-0451,  
SB-13-CRM-0454, SB-13-CRM-0455,  
SB-13-CRM-0457, SB-13-CRM-0458,  
SB-13-CRM-0471, SB-13-CRM-0475,  
SB-13-CRM-0479, SB-13-CRM-0481,  
SB-13-CRM-0482, SB-13-CRM-0498,  
SB-13-CRM-0500, SB-13-CRM-0503,  
SB-13-CRM-0505, SB-13-CRM-0516,  
SB-13-CRM-0517, SB-13-CRM-0527,  
SB-13-CRM-0529 and SB-13-CRM-  
0530

For: Estafa thru Falsification of Public  
Documents under Art. 315, in relation to  
Art. 171, RPC

Present:

Gomez-Estoesta, J., *Chairperson*  
Trespeses, J. and  
Hidalgo, J.

Promulgated:

October 25, 2023 *ijz*

12: y

# DECISION

## **GOMEZ-ESTOESTA, J.:**

In his capacity as Clerk III of the Department of Public Works and Highways, accused **Edgar Agbunag y Villajuan**, among other accused, was charged with twenty (20) counts of Violation of Section 3 (e) of R.A. 3019 and twenty (20) counts of Estafa thru Falsification of Public Documents under Article 315, in relation to Art. 171, of the Revised Penal Code.

The *Information* for Violation of Section 3 (e) of R.A. 3019 under **SB-13-0328** alleges:

During the period from January to December, 2001 or sometime prior or subsequent thereto, in the City of Manila, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, NONITO FANO Y FAMARIN, being then Project Manager IV, FLORENDO ARIAS Y BUNAG, being then OIC-Assistant Director, BURT FAVORITO y BABA, being then Director III, CONRADO VALDEZ y SANTOS, being then Clerk III, MAXIMO BORJE, JR. Y AQUINO, being then Chief, Motorpool Section, ERDITO QUARTO y QUIAOT, being then Engineer V, ANTONIO DE JESUS, JR. y JARING, being then Engineer II, RAUL BORILLO y BOLANTE, being then Auto Equipment Inspector II, LUIS GAYYA y ADORNA, being then Auto-Equipment Inspector II, NAPOLEON ANAS y SEBASTIAN, being then Supply Officer IV, **EDGAR AGBUNAG y VILLAJUAN**, being then Clerk III, MIROFE FRONDA Y CABILATAZAN, being then Supply Officer IV, RICARDO JUAN, JR. Y MACLANG, being then Former Fiscal Controller V, BELLA TOLENTINO y JAIME, being then Accountant III, VIOLETA AMAR Y CASTILLO, being then Accountant II, NORMA VILLARMINO y AGCAOILI, being then Accountant IV, LUCIA RONDON y SEÑORIN, being then Accountant IV, RONALDO SIMBAHAN Y GANABA, being then Senior Bookkeeper, all of the Department of Public Works and Highways (DPWH) Port Area, Manila, taking advantage of their official positions, conspiring and confederating with one another, and with VICTORIA MANIEGO GO, owner of OLYMPUS, with evident bad faith, manifest partiality and/or gross inexcusable negligence, did then and there, willfully, unlawfully and criminally cause undue injury to the government in the amount of TWENTY FOUR THOUSAND EIGHT HUNDRED (P24,800.00) PESOS by falsifying Job Order Request No. 01-6-1483 dated June 18, 2001, Disbursement Voucher No. 102-01-07-06092 dated July 16, 2001, Requisition for Supplies and Equipments, Motor Vehicle Pre Repair Inspection dated June 18, 2001, Certification on Emergency Purchase dated June 25, 2001, Motor Vehicle Post Repair Inspection dated June 25, 2001, Report of Waste Material dated June 25, 2001, Price Monitoring Slip, Requests for Quotations, Certificate of Acceptance and Notice of Cash Allocation, making it appear that DPWH vehicle Toyota Corona with Plate No. PCF-263, underwent repairs and replacement of spare parts, when in truth and in fact, as all the accused

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knew, there was no such repair and replacement of spare parts; thereby causing the issuance by the DPWH of Landbank Check No. 1358916 in the name of Conrado S. Valdez in the aforesated amount as payment for the alleged repair, which amount was misappropriated and converted by the above-named accused for their own benefit and gain, to the damage and prejudice of the government.

CONTRARY TO LAW.

Its twin charge under **SB-13-0446** in an *Information* for Estafa through Falsification of Public Documents under Article 315, in relation to Art. 171 of the Revised Penal Code, alleges, thus:

During the period from January to December, 2001 or sometime prior or subsequent thereto, in the City of Manila, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, NONITO FANO Y FAMARIN, being then Project Manager IV, FLORENDO ARIAS y BUNAG, being then OIC-Assistant Director, BURT FAVORITO y BARBA, being then Director III, CONRADO VALDEZ y SANTOS, being then Clerk III, MAXIMO BORJE, JR. y AQUINO, being then Chief, Motorpool Section, ERDITO QUARTO y QUIAOT, being then Engineer V, ANTONIO DE JESUS, JR. y JARING, being then Engineer I, RAUL BORILLO y BOLANTE, being then Auto Equipment Inspector II, LUIS GAYYA y ADORNA, being then Auto-Equipment Inspector II, NAPOLEON ANAS y SEBASTIAN, being then Supply Officer IV, **EDGAR AGBUNAG y VILLAJUAN**, being then Clerk III, MIROFE FRONDA Y CABILATAZAN, being then Supply Officer IV, RICARDO JUAN, JR. y MACLANG, being then Former Fiscal Controller V, BELLA TOLENTINO y JAIME, being then Accountant III VIOLETA AMAR y CASTILLO, being then Accountant I, NORMA VILLARMINO y AGCAOILI, being then Accountant IV, LUCIA RONDON y SEÑORIN, being then Accountant IV, RONALDO SIMBAHAN Y GANABA, being then Senior Bookkeeper, all of the Department of Public Works and Highways (DPWH) Port Area, Manila, taking advantage of their official positions, conspiring and confederating with one another, and with VICTORIA MANIEGO GO, owner of OLYMPUS, acting with unfaithfulness, abuse of confidence, and by means of deceit, did then and there, willfully, unlawfully and feloniously defraud the government in the amount of **TWENTY FOUR THOUSAND EIGHT HUNDRED (P24,800.00) PESOS** by falsifying **Job Order Request No.01-6-1483 dated June 18, 2001, Disbursement Voucher No. 102-01-07-06092 dated July 16, 2001, Requisition for Supplies and Equipments, Motor Vehicle Pre Repair Inspection dated June 18, 2001, Certification on Emergency Purchase dated June 25, 2001, Motor Vehicle Post Repair Inspection dated June 25, 2001, Report of Waste Material dated June 25, 2001, Price Monitoring Slip, Requests for Quotations, Certificate of Acceptance and Notice of Cash Allocation**, stating therein that they have requested, inspected, certified, recommended, approved, and otherwise represented the repair of DPWH vehicle Toyota Corona with Plate No. PCF-263, when in truth and in fact, as all the accused knew, there was no such repair; thereby causing the issuance by the DPWH of

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Landbank Check No. 1358916 in the name of Conrado S. Valdez in the aforesated amount as payment for the alleged repair, which amount was misappropriated and converted by the above-named accused for their own benefit and gain to the damage and prejudice of the government.

CONTRARY TO LAW.

The charges are replicated in the remaining Informations, except for factual details as to amount, name of the supplier, Job Order Request No., Disbursement Voucher No., Motor Vehicle Pre-Repair Inspection, Certification on Emergency Purchase, Motor Vehicle Post Repair Inspection, Report of Waste Material, type of vehicle and Plate Number, and Landbank check number, to wit:

CASE NO.	STORE	AMOUNT	JOB ORDER REQUEST NO.	DV NO.	MOTOR VEHICLE PRE-REPAIR INSPECTION	CERTIFICATION ON EMERGENCY PURCHASE	MOTOR VEHICLE POST REPAIR INSPECTION	REPORT OF WASTE MATERIAL	TYPE OF VEHICLE & PLATE NO.	LANDBANK CHECK NO.
0328 & 0446	Victoria Maniego Go, owner of Olympus	P24,800.00	01-6-1483 dated June 18, 2001	102-01-07-06092 dated July 16, 2001	June 18, 2001	June 25, 2001	June 25, 2001	June 25, 2001  (addl alleg: Notice of Cash Allocation)	Toyoto Corona w/ Plate no. PCF-263	1358916
0333 & 0451 <sup>1</sup>	Victoria Maniego Go, owner of Olympus	P24,950.00	01-9-3033 dated Sept. 28, 2001	102-01-11-12219 dated Nov. 12, 2001	Sept. 28, 2001	Oct. 10, 2001	Oct. 10, 2001	Oct. 10, 2001  (addl alleg: Notice of Cash Allocation)		1587243
0336 & 0454	Victoria Maniego Go, owner of Olympus	P24,950.00	01-9-2901 dated Sept. 20, 2001	102-01-11-12781 dated Nov. 21, 2001	Sept. 20, 2001	No mention	Sept. 28, 2001	Sept. 28, 2001  (addl alleg: Notice of Cash Allocation)		01587241

<sup>1</sup> SB-13-CRM-0451 was not included in the letter dated June 8, 2023 of the accused on his proposal for plea bargaining.

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<b>0337 &amp; 0455</b>	Victoria Maniego Go, owner of Olympus	P24,950.00	01-9-2778 dated Sept. 14, 2001	102-01-10-10530 dated Oct. 11, 2001	Sept. 14, 2001	Sept. 20, 2001	Sept. 20, 2001	01-1052 dated Sept. 20, 2001  (addl alleg: Notice of Cash Allocation)		01475931
<b>0339 &amp; 0457</b>	Victoria Maniego Go, owner of Olympus	P24,800.00	01-6-1643 dated June 29, 2001	102-01-10-09871 dated Oct. 1, 2001	June 29, 2001	July 5, 2001	July 5, 2001	Undated		1475356
<b>0340 &amp; 0458</b>	Victoria Maniego Go, owner of Olympus	P24,900.00	01-6-1434 dated June 18, 2001	102-01-07-06300 dated July 23, 2001	June 18, 2001	June 25, 2001	June 25, 2001	June 25, 2001  (addl alleg: Notice of Cash Allocation)		1359095
<b>0353 &amp; 0471</b>		P24,900.00	01-12-5011 Dated Dec. 14, 2001	102-01-12-14549 dated Dec. 19, 2001	Undated	Dec. 14, 2001	Dec. 17, 2001	Unnumbered and undated	Mercedes Benz with plate No. NRV-867	288305
<b>0357 &amp; 0475</b>		P25,000.00	01-12-5045 dated Dec. 14, 2001	102-01-12-14536 dated Dec. 19, 2001	Dec. 14, 2001	Undated	Dec. 17, 2001	Dec. 14, 2001	Toyota Land Cruiser Jeep with Plate No. SAS-894	288302
<b>0361 &amp; 0479</b>	Victoria Maniego Go, owner of Olympus	P24,800.00	01-9-3038 dated Sept. 28, 2001	102-01-11-12220 dated Nov. 12, 2001	Sept. 28, 2001	Oct. 11, 2001	Oct. 11, 2001	Undated  (addl alleg: Notice of Cash Allocation)	Toyoto Corona w/ Plate no. PCF-263	1587244
<b>0363 &amp; 0481</b>	Victoria Maniego Go, owner of Olympus	P24,930.00	01-9-2914 dated Sept. 20, 2001	102-01-10-11799 dated Oct. 31, 2001	Sept. 20, 2001	Sept. 28, 2001	Sept. 28, 2001	Undated  (addl alleg: Notice of Cash	Toyoto Corona w/ Plate no. PCF-263	01586694

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<b>0364 &amp; 0482</b>	Victoria Manieg o Go, owner of Olymp us	P24,800.00	01-9- 2745 dated Sept. 14, 2001	102-01- 10- 10529 dated Oct. 11, 2001	Sept. 14, 2001	Sept. 20, 2001	Sept. 20, 2001	01- 1051 dated Sept. 20, 2001	Toyoto Corona w/ Plate no. PCF- 263	014759 30
<b>0380 &amp; 0498</b>		P24,600.00	No mentio n	102-01- 12- 14548	Undate d	Undate d	Undat ed	Dec. 14, 2001  (w/ Notice of Cash Allocat ion)	Mitsubis hi L-200 with Plate No. SFC-350	028830 8 DD
<b>0382 &amp; 0500</b>		P24,550.00	01-12- 4293 dated Dec. 4, 2001	102-01- 12- 14547	Dec. 4, 2001	Undate d	Undat ed	Dec. 14, 2001	Mitsubis hi L-200 with Plate No. SFC-350	288317 DD
<b>0385 &amp; 0503</b>	Victoria Manieg o Go, owner of Olymp us	P24,780.00	01-9- 2746 dated Sept. 14, 2001	102-01- 10- 10528 dated Oct. 11, 2001	Sept. 14, 2001	Sept. 20, 2001	Sept. 20, 2001	Sept. 20, 2001 (w/ Notice of Cash Allocat ion)		014759 29
<b>0387 &amp; 0505</b>	Victoria Manieg o Go, owner of Olymp us	P24,800.00	01-6- 1432 dated June 18, 2001	102-01- 07- 06299 dated July 23, 2001	June 18, 2001	June 25, 2001	Undat ed	June 25, 2001 (w/ Notice of Cash Allocat ion)		135909 7
<b>0398 &amp; 0516</b>	Victoria Manieg o Go, owner of Olymp us	P24,830.000	01-9- 2900 dated Sept. 20, 2001	102-01- 110127 79 dated Nov. 21, 2001	Sept. 20, 2001	No mentio n	01- 2539 dated Sept. 28, 2001	Undate d		015872 4
<b>0399 &amp; 0517</b>	Victoria Manieg o Go, owner of Olymp us	P24,950.00	01-9- 3072 dated Sept. 28, 2001	102-01- 11- 12221 dated Nov. 12, 2001	Sept. 28, 2001	Undate d	01- 2703 dated Oct. 11, 2001	Oct 11, 2001 (w/ Notice of Cash Allocat ion)		158725 3
<b>0409 &amp; 0527</b>		P24,460.00	01-12- 5008 dated Dec. 14, 2001	102-01- 12- 14538	Dec. 14, 2001	Dec. 18, 2001	Dec. 17, 2001	Dec. 14, 2001 (w/ Notice of Cash Allocat ion)	Toyota Crown with Plate No. SAS-562	288318 -DD

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0411 & 0529		P22,750.00	01-12-4292 dated Dec. 4, 2001	102-01-12-14543	Undated	Undated	Undated	Undated (w/ Notice of Cash Allocation)	Nissan Sentra with Plate No. TTG-514	028830 1-DD
0412 & 0530		P25,000.00	01-12-5037 dated Dec. 14, 2001	102-01-12-14535	Dec. 14, 2001	Undated	Dec. 17, 2001	Dec. 14, 2001 (w/ Notice of Cash Allocation)	Nissan Sentra with Plate No. TTG-514	028830 0-DD

It was after accused Agbunag's arrest by elements of the General Trias City Police Station that criminal prosecution against him proceeded.<sup>2</sup> Meantime, considering his short financial ability, accused Agbunag was allowed to post bail in the total reduced amount of P40,000.00 for all 40 counts.<sup>3</sup>

Upon arraignment on April 14, 2023, accused Agbunag entered pleas of *not guilty*.<sup>4</sup> As pre-trial immediately proceeded, the following stipulations<sup>5</sup> were initially made:

1. Identify of the accused and jurisdiction of the court over his person;
2. That accused is the same person as reflected in the Informations. The stipulation of the prosecution that the accused is the same Edgar Agbunag reflected in all documents to be presented by the prosecution has not been stipulated to by Atty. Roño; and,
3. The public position of the accused as to the dates pertinent to every Information is that of Clerk III at the DPWH National Office.

It was at this time that accused Agbumag opened the possibility of entering into a plea bargaining agreement with the prosecution.<sup>6</sup> During the hearing held on September 27, 2023, the Office of the Special Prosecutor confirmed the approval of the Ombudsman of the plea bargaining proposal of accused Agbunag.<sup>7</sup>

The case was thus set for hearing today to consider the plea bargaining made. It was the express intention of all parties that SB-13-CRM-0451 be included in the plea bargaining.

<sup>2</sup> Records, Volume 18, p. 246.

<sup>3</sup> Resolution dated April 4, 2023, Records, Volume 18, pp. 243-245, 249-251. Accused Agbunag posted the reduced cash bond on April 14, 2023; Records, Volume 18, p. 290.

<sup>4</sup> Records, p. 184.

<sup>5</sup> Order dated April 14, 2023; Records, Volume 18, pp. 281-283

<sup>6</sup> Minute Resolution dated May 16, 2023; Records, Volume 18, p. 329.

<sup>7</sup> Order dated September 27, 2023; Records, Volume 19, pp. 81-84.

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At the outset, accused Agbunag manifested his intention to change his plea from “*not guilty*” to “*guilty*.” For his plea bargaining, accused Agbunag was willing to plead guilty to a lesser offense, as follows:

1. For the charges of Section 3(e) of R.A. 3019, the lesser offense of **Violation of Section 7 (d) of R.A. 6713**; and
2. For the charges of Estafa through Falsification of Public Documents under Article 315 in relation to Article 171 of the Revised Penal Code, the lesser offense of **Estafa under Article 315 (2) (a) of the Revised Penal Code**.

The consent of the nominal complainant in these cases, being the Field Investigation Office as represented by the Office of the Special Prosecutor, has to be necessarily given. In this regard, Director Leni Bajo-Padaca manifested in open court that nominal complainant Field Investigation Office (FIO) of the Office of the Ombudsman, through Assistant Ombudsman Joselito P. Fangon and Director GIB-E FIO II Francisca A. Maullon-Serfino, gave its consent to the plea bargaining made in a Memorandum dated June 27, 2023.

For the criminal aspect of the charges, accused was fully apprised of the consequences of his intended plea. In clear terms, he stated in the affirmative that he understood the nature of the change of his plea; that if he pleaded guilty to the charges, he is deemed to have admitted all the accusations alleged in the Information to which a consequent penalty of:

1. *imprisonment not exceeding five (5) years, or a fine not exceeding five thousand pesos (P5,000), or both, and, in the discretion of the court of competent jurisdiction, disqualification to hold public office*, may be imposed pursuant to the lesser offense of **Violation of Section 7 (d) of R.A. 6713**; and
2. the penalty of *arresto mayor* in its medium and maximum periods, for the lesser offense of **Article 315 (2) (a) of the Revised Penal Code**.

Accused understood the same and persisted in his change of plea. The Court has satisfied itself that the accused fully understood the nature and consequence of his change of plea.

The prosecution and the defense are conceded that the elements of the crimes pleaded in the lesser offenses are necessarily included in the original charges, as the following elements show:

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Section 3 (e) of R.A. 3019 <sup>8</sup>	Section 7 (d) of R.A. 6713 <sup>9</sup>
1. The accused must be a public officer discharging administrative, judicial or official functions;	(a) that the accused is a public official or employee;
2. Accused must have acted with manifest partiality, evident bad faith or inexcusable negligence; and	
3. That accused's action caused any undue injury to any party, including the government, or giving any private party unwarranted benefits, advantage or preference in the discharge of his functions.	
	(b) that the accused solicited or accepted any loan or anything of monetary value from any person;
	(c) that the said act was done in the course of the accused's official duties or in connection with any operation being regulated by, or any transaction which may be affected by the functions of his office.

Estafa through Falsification of Public Documents <sup>10</sup>	Estafa under paragraph 2(a), Article 315 of the Revised Penal Code <sup>11</sup>
1. that the accused defrauded another by abuse of confidence or by means of deceit;	(a) that there must be a false pretense or fraudulent representation as to his power, influence, qualifications, property, credit, agency, business or imaginary transactions;
2. that damage or prejudice capable of pecuniary estimation is caused to the offended party or third person;	(b) that such false pretense or fraudulent representation was made or executed prior to or simultaneously with the commission of the fraud;
	(c) that the offended party relied on the false pretense, fraudulent act, or fraudulent means and was induced to part with his money or property; and
3. that the accused is a public officer, employee, or notary public;	
4. that the accused took advantage of his official position;	
5. that the accused falsified a document by causing it to appear that persons have participated in any act or proceeding;	
(6) that such person or persons did not in fact so participate in the said act or proceeding. <sup>12</sup>	(d) that, as a result thereof, the offended party suffered damage.

<sup>8</sup> *Cabrera v. Sandiganbayan*, G.R. Nos. 162314-17, October 25, 2004.

<sup>9</sup> *Villanueva v. People*, G.R. No. 237738, June 10, 2019.

<sup>10</sup> *Pascual v. People*, G.R. No. 204873, July 27, 2016.

<sup>11</sup> *Favis-Velasco v. Gonzales*, G.R. No. 239090, June 17, 2020.

<sup>12</sup> *Pascual v. People*, G.R. No. 204873, July 27, 2016.

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## THE COURT'S RULING

The acceptance of an offer to plead guilty to a lesser offense is not demandable by the accused as a matter of right but is a matter that is addressed entirely to the sound discretion of the trial court.<sup>13</sup>

For the plea bargain of Section 3 (e) of R.A. 3019 to be downgraded to a **Violation of Section 7 (d) of R.A. 6713**, a different penal law, the common element is only found in the public position of the accused. The variance lies in the manner with which the offense is committed. For both offenses, it is an inherent element that the accused be a public officer and that the offense be committed during the performance of his or her official duties or in relation to his or her public positions. On the other hand, the element of manifest partiality, evident bad faith, or gross inexcusable negligence resulting in undue injury or giving another unwarranted benefits, advantage or preference may be taken from the element, "*that the accused solicited or accepted any loan or anything of monetary value from any person.*" The variance in the elements should not nonetheless affect the plea bargaining made as the prosecution has already yielded.

For the plea bargain of Estafa through Falsification of Public Documents to be downgraded to **Estafa under paragraph 2(a), Article 315 of the Revised Penal Code**, the element of deceit in Estafa is well encapsulated in the element of "*false pretense or fraudulent representation as to his power, influence, qualifications, property, credit, agency, business or imaginary transactions.*"

For purposes of plea bargaining, a reading of Section 2 of Rule 116 does not require that the existence of the elements be met exactly head-on, for which reason, a plea of guilty is allowed *to a lesser offense which is necessarily included in the offense charged*. Section 2 is quoted, thus:

**Section 2.** *Plea of guilty to a lesser offense.* — At arraignment, the accused, with the consent of the offended party and the prosecutor, may be allowed by the trial court to plead guilty to a lesser offense which is **necessarily included** in the offense charged. After arraignment but before trial, the accused may still be allowed to plead guilty to said lesser offense after withdrawing his plea of not guilty. No amendment of the complaint or information is necessary. (sec. 4, circ. 38-98) [Emphasis supplied]

That the lesser offense be necessarily included in the offense charged only meant that some, if not few, of its elements be included. At this instance, when the element of the **public office** of the accused is present in all accounts, it can be said that the offense of *Violation of Section 7(d) of R.A. 6713* may be

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<sup>13</sup> *People v. Villarama, et al.*, G.R. No. 99287, June 23, 1992, citing *Manuel v. Velasco, et al.*, G.R. No. 94732, February 26, 1991

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appreciated as a lesser offense to a *Violation of Section 3 (e) of R.A. 3019*. This should be sufficient to consider accused's plea bargaining. On the other hand, there is no question that the Estafa plea to a lesser offense is necessarily included in the original charge, belonging to the same type of deceit.

Whether such plea bargaining be approved, the case of *Daan v. Sandiganbayan* has significantly reiterated:

Plea bargaining in criminal cases is a process whereby the accused and the prosecution work out a **mutually satisfactory disposition** of the case subject to court approval. It usually involves the defendant's pleading guilty to a lesser offense or to only one or some of the counts of a multi-count indictment in return for a lighter sentence than that for the graver charge.

Plea bargaining is authorized under Section 2, Rule 116 of the Revised Rules of Criminal Procedure, to wit:

*SEC. 2. Plea of guilty to a lesser offense.* At arraignment, the accused, with the consent of the offended party and the prosecutor, may be allowed by the trial court to plead guilty to a lesser offense which is necessarily included in the offense charged. After arraignment but before trial, the accused may still be allowed to plead guilty to said lesser offense after withdrawing his plea of not guilty. No amendment of the complaint or information is necessary. (sec. 4, cir. 38-98)

Ordinarily, plea bargaining is made during the pre-trial stage of the proceedings. Sections 1 and 2, Rule 118 of the Rules of Court, require plea bargaining to be considered by the trial court at the pre-trial conference, *viz*:

*SEC. 1. Pre-trial; mandatory in criminal cases.* In all criminal cases cognizable by the *Sandiganbayan*, Regional Trial Court, Metropolitan Trial Court, Municipal Trial Court in Cities, Municipal Trial Court and Municipal Circuit Trial Court, the court shall, after arraignment and within thirty (30) days from the date the court acquires jurisdiction over the person of the accused, unless a shorter period is provided for in special laws or circulars of the Supreme Court, order a pre-trial conference to consider the following:

- (a) **plea bargaining;**
- (b) stipulation of facts;
- (c) marking for identification of evidence of the parties;
- (d) waiver of objections to admissibility of evidence;
- (e) modification of the order of trial if the accused admits the charge but interposes a lawful defense; and
- (f) such matters as will promote a fair and expeditious trial of the criminal and civil aspects of the case.

*SEC. 2. Pre-trial agreement.* All agreements or admissions made or entered during the pre-trial conference shall be reduced in writing and signed by the accused and counsel, otherwise, they cannot be used against the accused. The agreements covering the matters referred to in section 1 of this Rule shall be approved by the court.

But it may also be made during the trial proper and even after the prosecution has finished presenting its evidence and rested its case. Thus, the Court has held that it is immaterial that plea bargaining was not made during the pre-trial stage or that it was

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made only after the prosecution already presented several witnesses. [emphasis supplied]

Pursuant to Section 2 of Rule 116<sup>14</sup> of the Revised Rules on Criminal Procedure, no amendment of the *Information* is necessary.

The motion of accused Agbunag to withdraw his earlier plea of *not guilty* in all charges filed against him, to be able to plead *guilty* to a lesser offense, is thus **GRANTED**.

Upon re-arraignment of the Informations in the English language for the lesser offenses of *Violation of Section 7(d) of R.A. 6713* and *Estafa under paragraph 2(a), Article 315 of the Revised Penal Code*, a language known and understood by said accused, accused Agbunag entered a plea of **guilty** in each charge. Accused was assisted by counsel *de officio*, Atty. Albert Michelson D. Roño of the Public Attorney's Office.

Let pleas of **guilty** be entered into the records of the case for accused Edgar Villajuan Agbunag.

The mitigating circumstance of the plea of *guilty* will be appreciated in favor of the accused as the change of plea was made prior to the presentation of evidence by the prosecution.

WHEREFORE, judgment is rendered finding accused **EDGAR VILLAJUAN AGBUNAG GUILTY** beyond reasonable doubt of the lesser offense of *Violation of Section 7(d) of R.A. 6713*, as pleaded, in SB-13-CRM-0328, SB-13-CRM-0333, SB-13-CRM-0336, SB-13-CRM-0337, SB-13-CRM-0339, SB-13-CRM-0340, SB-13-CRM-0353, SB-13-CRM-0357, SB-13-CRM-0361, SB-13-CRM-0363, SB-13-CRM-0364, SB-13-CRM-0380, SB-13-CRM-0382, SB-13-CRM-0385, SB-13-CRM-0387, SB-13-CRM-0398, SB-13-CRM-0399, SB-13-CRM-0409, SB-13-CRM-0411 and SB-13-CRM-0412, or a total of twenty (20) counts, and is imposed the straight penalty of **IMPRISONMENT of ONE (1) YEAR** each charge, with disqualification to hold public office.

Likewise, judgment is rendered finding accused **EDGAR VILLAJUAN AGBUNAG GUILTY** beyond reasonable doubt of the lesser offense of *Estafa under paragraph 2(a), Article 315 of the Revised Penal Code*, as pleaded, in SB-13-CRM-0446, SB-13-CRM-0451, SB-13-CRM-

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<sup>14</sup> Sec. 2. Plea of guilty to a lesser offense. – At arraignment, the accused, with the consent of the offended party and prosecutor, may be allowed by the trial court to plead guilty to a lesser offense which is necessarily included in the offense charged. After arraignment but before trial, the accused may still be allowed to plead guilty to said lesser offense after withdrawing his plea of not guilty. No amendment of the complaint or information is necessary.

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0454, SB-13-CRM-0455, SB-13-CRM-0457, SB-13-CRM-0458, SB-13-CRM-0471, SB-13-CRM-0475, SB-13-CRM-0479, SB-13-CRM-0481, SB-13-CRM-0482, SB-13-CRM-0498, SB-13-CRM-0500, SB-13-CRM-0503, SB-13-CRM-0505, SB-13-CRM-0516, SB-13-CRM-0517, SB-13-CRM-0527, SB-13-CRM-0529 and SB-13-CRM-0530, or a total of twenty (20) counts, and is imposed the determinate penalty of **THREE (3) MONTHS and ELEVEN (11) DAYS** of *arresto mayor* in its medium and maximum periods, considering that such amounts alleged in the Informations do not all exceed Forty thousand pesos (P40,000).<sup>15</sup>

The preventive imprisonment already undertaken by accused Agbunag shall be **CREDITED** to the service of his sentence.

Every person criminally liable for a felony, however, is also civilly liable.<sup>16</sup> The charges, however, are intertwined with the charge of conspiracy. Necessarily, the nature of the obligation of the co-conspirators in the commission of the crime requires solidarity, and each debtor may be compelled to pay the entire obligation.<sup>17</sup> The civil liability *ex delicto* of accused Agbunag has to be thus incorporated in the judgement, without prejudice to the solidary nature of the obligation of the other accused, if and when adjudged.

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<sup>15</sup> Per amendment introduced in R.A. 10591, to wit:

SEC. 85. Article 315 of the same Act. as amended by Republic Act No. 4885, Presidential Decree No. 1689, and Presidential Decree No. 818, is hereby further amended to read as follows:

"ART. 315. *Swindling (estafa)*. - Any person who shall defraud another by any of the means mentioned herein below shall be punished by:

"1st. The penalty of *prision correccional* in its maximum period to *prision mayor* in its minimum period, if the amount of the fraud is over Two million four hundred thousand pesos (P2,400,000) but does not exceed Four million four hundred thousand pesos (P4,400,000), and if such amount exceeds the latter sum, the penalty provided in this paragraph shall be imposed in its maximum period, adding one year for each additional Two million pesos (P2,000,000); but the total penalty which may be imposed shall not exceed twenty years. In such cases, and in connection with the accessory penalties which may be imposed and for the purpose of the other provisions of this Code, the penalty shall be termed *prision mayor* or *reclusion temporal* as the case may be.

"2nd. The penalty of *prision correccional* in its minimum and medium periods, if the amount of the fraud is over One million two hundred thousand pesos (P1,200,000) but does not exceed Two million four hundred thousand pesos (P2,400,000).

"3rd. The penalty of *arresto mayor* in its maximum period to *prision correccional*. in its minimum period, if such amount is over Forty thousand pesos (P40,000) but does not exceed One million two hundred thousand pesos (P1,200,000).

"4th. By *arresto mayor* in its medium and maximum periods, if such amount does not exceed Forty thousand pesos (P40,000): x x x.

<sup>16</sup> Article 100, Revised Penal Code.

<sup>17</sup> People v. Velasco, G.R. No. 195668, June 25, 2014.

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For his civil liability, accused Edgar Villajuan Agbunag is imposed to pay the following amounts to the government, represented by the Department of Public Works and Highways:

CASE NO.	STORE	AMOUNT	LANDBANK CHECK NO.
0328 & 0446	Victoria Maniego Go, owner of Olympus	P24,800.00	1358916
0333 & 0451	Victoria Maniego Go, owner of Olympus	P24,950.00	1587243
0336 & 0454	Victoria Maniego Go, owner of Olympus	P24,950.00	01587241
0337 & 0455	Victoria Maniego Go, owner of Olympus	P24,950.00	01475931
0339 & 0457	Victoria Maniego Go, owner of Olympus	P24,800.00	1475356
0340 & 0458	Victoria Maniego Go, owner of Olympus	P24,900.00	1359095
0353 & 0471		P24,900.00	288305
0357 & 0475		P25,000.00	288302
0361 & 0479	Victoria Maniego Go, owner of Olympus	P24,800.00	1587244
0363 & 0481	Victoria Maniego Go, owner of Olympus	P24,930.00	01586694
0364 & 0482	Victoria Maniego Go, owner of Olympus	P24,800.00	01475930
0380 & 0498		P24,600.00	0288308 DD
0382 & 0500		P24,550.00	288317 DD
0385 & 0503	Victoria Maniego Go, owner of Olympus	P24,780.00	01475929
0387 & 0505	Victoria Maniego Go, owner of Olympus	P24,800.00	1359097
0398 & 0516	Victoria Maniego Go, owner of Olympus	P24,830.000	0158724
0399 & 0517	Victoria Maniego Go, owner of Olympus	P24,950.00	1587253
0409 & 0527		P24,460.00	288318-DD
0411 & 0529		P22,750.00	0288301-DD
0412 & 0530		P25,000.00	0288300-DD

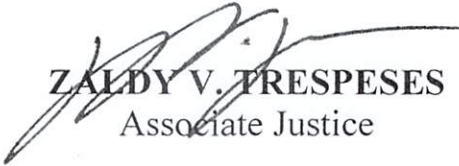
SO ORDERED.

  
**MA. THERESA DOLORES C. GOMEZ-ESTOESTA**  
*Associate Justice, Chairperson*

Handwritten initials or mark, possibly "2.1" or similar.



WE CONCUR:

  
**ZALDY V. TRESPESES**  
Associate Justice

  
**GEROGINA D. HIDALGO**  
Associate Justice


### ATTESTATION

I attest that the conclusions in the above Decision were reached in consultation, after deliberations were held in compliance with Section 1, Rule IX of the 2018 Internal Rules of the Sandiganbayan, before the case was assigned to the writer of the opinion of the Court's Division.

  
**MA. THERESA DOLORES C. GOMEZ-ESTOESTA**  
*Associate Justice, Chairperson*

### CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, and the Division Chairperson's Attestation, it is hereby certified that the conclusions in the above Decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**AMPARO M. CABOTAJE-TANG**  
*Presiding Justice*