



REPUBLIC OF THE PHILIPPINES

Sandiganbayan
QUEZON CITY

SEVENTH DIVISION

PEOPLE OF THE PHILIPPINES,
Plaintiff-Appellee,

- versus -

**ROY HUNNOB AND SALVADOR
GALEON,**
Accused-Appellant.

Case No. SB-22-A/R-0004

For: Violation of Section 3 (e) of R.A.
3019 or The Anti-Graft and Corrupt
Practices Act

Present:

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

Promulgated:

November 24, 2023

[Signature]

DECISION

GOMEZ-ESTOESTA, J.:

Familial bias has always been prevalent in our Filipino culture. On many occasions, the scales of preference had shifted in favor of a family member or "*kamag-anak*," often sacrificing merit or due process. The anti-graft law, however, does not permit such bias to seep into our government processes, lest we become more a government run by the rule of man and not by the rule of law. So, when a barangay captain and a barangay treasurer allegedly sidestepped what should have been a legally mandated bidding process just to favor the former's relative, the law must step in.

Reeling from a judgement of conviction¹ rendered by the Regional Trial Court of Lagawe, Ifugao, Branch 14, accused-appellants Roy Hunnob and Salvador Galeon filed the present appeal after having been found guilty of the crime of *Violation of Section 3(e) of Republic Act 3019*, viz:

* Pursuant to A.O. No. 287-2023, dated Nov. 13, 2023.

¹ Records, RTC Decision, pp. 228-238.

[Handwritten marks]

WHEREFORE, judgement is hereby rendered finding accused Roy Hunnob and Salvador Galeon guilty of the crime of Violation of Section 3(e) of Republic Act 3019 and are hereby sentenced to suffer the indeterminate penalty of imprisonment of six (6) years and one (1) month, as minimum, to nine (9) years and eight (8) months, as maximum, with perpetual disqualification from holding public office.

SO ORDERED.

The decision of the Regional Trial Court was originally brought on appeal to the Court of Appeals.² The Court of Appeals was able to render a Decision dated November 22, 2018 affirming the challenged Decision of the Regional Trial Court. However, by way of a Petition for Review on Certiorari elevated before the Supreme Court, a *Resolution*³ dated October 14, 2019 was promulgated which vacated the decision of the Court of Appeals, stating that the Court of Appeals did not have appellate jurisdiction over appeals from final judgements, resolutions, or orders of the Regional Trial Court pertaining to violations of Republic Act 3019, citing Section 4 of Presidential Decree (P.D.) 1606.⁴

The Court of Appeals was thus directed to remand the records to the Regional Trial Court of Lagawe, Ifugao, Branch 14, for elevation of the appeal to the proper forum – in this case, the Sandiganbayan, viz:

² CA-G.R. CR No. 40245 entitled "*People of the Philippines v. Roy Hunnob and Salvador Galeon.*"

³ Records, G.R. No. 248639, p. 253-260.

⁴ Section 4. Jurisdiction. - The Sandiganbayan shall exercise exclusive original jurisdiction in all cases involving:

a. Violations of Republic Act No. 3019, as amended, otherwise known as the Anti-Graft and Corrupt Practices Act, Republic Act No. 1379, and Chapter II, Section 2, Title VII, Book II of the Revised Penal Code, where one or more of the accused are officials occupying the following positions in the government, whether in a permanent, acting or interim capacity, at the time of the commission of the offense:

XXXX

Provided,

XXXX

In cases where none of the accused are occupying positions corresponding to Salary Grade "27" or higher, as prescribe in the said Republic Act No. 6758, or military and PNP officers mentioned above, exclusive original jurisdiction thereof shall be vested in the proper regional trial court, metropolitan trial court, municipal trial court, and municipal circuit trial court, as the case may be, pursuant to their respective jurisdictions as provided in Batas Pambansa Blg. 129, as amended.

The Sandiganbayan shall exercise exclusive appellate jurisdiction over final judgments, resolutions or orders of regional trial courts whether in the exercise of their own original jurisdiction or of their appellate jurisdiction as herein provided. (Emphasis supplied).

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ACCORDINGLY, the Decision dated November 22, 2018 and Resolution dated July 4, 2019 of the Court of Appeals in CA-G.R. No. 40245 are VACATED. The Court of Appeals is directed to immediately REMAND the case records to the Regional Trial Court, Branch 14, Lagawe, Ifugao which shall transmit the same to the Sandiganbayan, with utmost dispatch.

SO ORDERED.

Hence, the appeal is now before this court.

FACTUAL ANTECEDENTS

The Charge against the Accused

An *Information*⁵ was filed against Roy Hunnob and Salvador Galeon, then Barangay Captain and Barangay Treasurer, respectively, of Dulao, Lagawe, Ifugao, for Violation of *Section 3 (e) of R.A. No. 3019* or the *Anti-Graft and Corrupt Practices Act*, which read, thus:

That on or about the 30th day of July 2007, at Dulao, Lagawe, Ifugao and within the jurisdiction of this Honorable Court, the above-named accused being then barangay officials as above-mentioned, conspiring, confederating and mutually helping one another, did then and there willfully, unlawfully and feloniously cause undue injury to the government and give a private party unwarranted benefits, advantage or preference in the discharge of their official administrative functions through manifest partiality and evident bad faith by facilitating and causing the payment to CAROLINE B. HUNNOB, accused ROY HUNNOB'S sister, the amount of Sixty Seven Thousand Two Hundred (P67, 200.00) Pesos for the fictitious delivery of a **25 horsepower speedboat**. (emphasis supplied)

CONTRARY TO LAW.

While the singular *Information* was a charge for Violation of Section 3 (e) of R.A. 3019, it appeared from the records of the preliminary investigation that the charge has been originally conjoined with a charge of Falsification of Public Documents,⁶ as evident from the following allegations:

Accused-appellants **Roy Hunnob** and **Salvador Galeon** were the Barangay Captain and Barangay Treasurer, respectively, of Dulao, Lagawe, Ifugao. Sometime in 2007, private complainants **Peter Maugao** and **Edwin Dulnuan**, both of whom were members and former members of the barangay

⁵ Records, Information, p. 1.

⁶ See Order dated January 5, 2010 referring to Criminal Case Nos. 1834 and 1835; Records, p. 46.

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council of Dulao, Lagawe, Ifugao, were informed by a local provincial official that an amount of money in the sum of Seventy Thousand Pesos (₱70,000.00) was channeled to the barangay coffers through a fund transfer project implementation without their consent or information.⁷

When demanded by the barangay council for an accounting of the said amount, Roy Hunnob presented an old, rotten, and dilapidated speedboat engine (**25-horsepower Evinrude engine**).⁸ It was alleged that Roy Hunnob, together with his allies, justified the disbursement of the ₱70,000.00 barangay fund by making it appear that they have complied with the procurement process such as bidding, local canvass, inspection, and acceptance of a 1-unit speed boat engine and in doing so, falsified public documents.

From here, however, the subject of the procurement vacillated between **"25 horsepower speedboat"** to a **"25-horsepower Evinrude engine."**

As private complainants denied any participation or involvement in the purchase of the speedboat engine, the public documents and activities⁹ intended for the procurement of a 1-unit speedboat engine for the LGU of Dulao were allegedly fabricated and falsified by the accused-appellants who were accused of forging the affixed signatures of the private complainants without their knowledge and that the proceedings referred therein never actually took place. As a result, the accused-appellants were accused of misappropriating the public funds of Barangay Dulao, Lagawe, Ifugao, in the amount of ₱70,000.00 by making it appear that a **25-horsepower Johnson speedboat engine** was ordered from a certain **Caroline Hunnob**, as per the *Purchase Order* dated July 23, 2007.¹⁰ However, no such speedboat engine was delivered to the barangay until the present.¹¹

In his *Counter-Affidavit*,¹² Roy Hunnob alleged that he had honestly purchased **one (1) unit speed boat** with the sum of ₱70,000.00. The unit was duly delivered, inspected, and accepted. The Commission on Audit – Ifugao Field Office, however, disallowed the transaction on the ground that the speedboat was not functional among others, and that the supplier was his sister, thus violating the rules on conflict of interest. Upon the disallowance of the transaction, Caroline Hunnob, who was the supplier of the speedboat, allegedly paid back in full the amount of ₱70,000.00 on November 20, 2008

⁷ Records, Complaint Affidavit of Peter Manguo and Edwin Dulnuan, p. 2.

⁸ Records, Photos of the Evinrude Engine, p. 4-6.

⁹ Records, Complaint Affidavit of Peter Manguo and Edwin Dulnuan, p. 3.

¹⁰ Records, p. 14; later to be marked as Exhibit "H".

¹¹ Records, Complaint Affidavit of Peter Manguo and Edwin Dulnuan, p. 3.

¹² Records, Counter Affidavit of Roy Hunnob, p. 26.

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per *O.R. No. 8969571*¹³ and that the same was deposited on the same day to the LGU of Dulao with Account No. 0832-10-23-93 at Landbank-Lagawe.¹⁴

With the full payment of the amount of ₱70,000.00 back in the coffers of the LGU of Dulao, Roy Hunnob asseverated that nobody was prejudiced as there was no malversation to speak of. Moreover, he did not use his position as barangay captain to appropriate the subject fund for his personal use, nor did he misappropriate the same.

Eventually, despite the accusation of Falsification of Public Documents, accused-appellants ended up being convicted only with the charge of Violation of Section 3 (e) of R.A. 3019 which is the subject of the appeal.

The records transmitted to this court did not include the records of the Falsification (or malversation) charge.

Arraignment and Pre-trial

On January 28, 2010, the accused Roy Hunnob, in the presence of and assisted by his counsel, was arraigned, and entered a plea of **NOT GUILTY**.¹⁵ Four years later, other accused Salvador Galeon was arrested and brought to the jurisdiction of the court for criminal proceedings to likewise ensue against him.¹⁶ During his arraignment on May 22, 2014, with the assistance of counsel, he also pleaded **NOT GUILTY**.¹⁷

During the Pre-Trial¹⁸ of Roy Hunnob on January 11, 2011, the parties agreed on the following stipulations, which were likewise adopted by Salvador Galeon:

1. The identity of the accused;
2. The jurisdiction of the accused;
3. Complainants are members and former members of the Barangay Council of Dulao.

¹³ Records, Annex "A", p. 28.

¹⁴ Records, Annex "B", p. 29.

¹⁵ Records, Certificate of Arraignment, p. 49.

¹⁶ Records, Commitment During Trial, p. 78.

¹⁷ Records, Certificate of Arraignment, p. 128.

¹⁸ Records, Pre-trial Order, p. 55.

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EVIDENCE FOR THE PROSECUTION

For the prosecution,¹⁹ the following witnesses were presented:

Witnesses (4)	Description
Edwin Dulnuan	Barangay Kagawad; private complainant
Peter Maugao	member of the Barangay Council when accused Roy Hunnob was Barangay Captain; private complainant
Mercy Bahiwag	a barangay health worker whose signatures were allegedly falsified; private complainant
Juanita Bautista	a representative of the Commission on Audit

The testimonies of the primary witnesses of the prosecution are summarized below, as follows:

EDWIN DULNUAN, the private complainant, was then a Barangay Kagawad of Dulao from 2002 to 2007 or at a time when the alleged offenses were committed.²⁰ Dulnuan alleged that he was not informed by the barangay captain that there was an amount of Seventy Thousand Pesos (P70,000.00) granted to Barangay Dulao. He only found out about the said grant through the barangay treasurer and by the men of the vice-governor.²¹

The P70,000.00 grant was used to purchase an **old motor engine** of a speedboat.²² Interestingly, Dulnuan himself later alleged that the subject of the procurement was a **25-horsepower speed boat**.²³ Dulnuan saw this speedboat, but this was not the same speedboat specified in the documents. What was specified in the documents was a 25-horsepower "Johnson" engine but instead, what was delivered was a 25-horsepower "Evinrude."²⁴

Dulnuan confirmed²⁵ that there were public documents where his signatures appeared but were not his as these were fabricated and falsified. These were identified, as follows:

- a) 1st BBAC INVITATION TO APPLY FOR ELIGIBILITY AND TO BID for One (1) unit **25 HP Speed Boat** in the amount of seventy thousand pesos only (Php70,000.00) published on May 22, 2007;²⁶

¹⁹ Records, Transcript of Stenographic Notes, Volume I.

²⁰ Records, TSN, June 8, 2011, p. 7; TSN, September 13, 2011, p. 7.

²¹ Records, TSN, June 8, 2011, p. 8.

²² Records, TSN, June 8, 2011, at p. 8.

²³ Records, TSN, September 13, 2011, p. 5.

²⁴ Records, TSN, June 8, 2011, at p. 8.

²⁵ Records, TSN, September 13, 2011, p.3.

²⁶ Records, Exhibit "A" p. 7.

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- b) 2nd BBAC INVITATION TO APPLY FOR ELIGIBILITY AND TO BID for One (1) unit 25 HP Speed Boat in the amount of seventy thousand pesos only (Php70,000.00) published on June 18, 2007;²⁷
- c) Minutes of the Meeting of the Barangay Bids and Awards Committee held on June 12, 2007²⁸ referring to the purchase of 1 unit 25 HP Speed Boat;
- d) Minutes of Meeting of the Barangay Bids and Awards Committee held on July 13, 2007²⁹ referring to the purchase of 1 unit 25 HP Speed Boat;
- e) Resolution No. 01, S of 2007 (Declaring Failure of Bidding held on June 12, 2007)³⁰ on 1 unit 25 HP Speed Boat;
- f) Resolution No. 02, S of 2007 (Declaring failure of Bidding held on July 13, 2007)³¹ on 1 unit 25 HP Speed Boat;
- g) Purchase Order, dated July 23, 2007³² of 1 unit Speed Boat 25 HP;
- h) Inspection and Acceptance Report, dated July 24, 2007 and July 27, 2007³³ 1 unit Speed Boat 25 HP;
- i) Disbursement Voucher, DV No. 0707042, dated July 27, 2007³⁴ on a Speed Boat (25 HP); and
- j) Reimbursement Expense Receipt³⁵ on a Speed Boat (Johnson 25 HP) for transport services of Barangay Dulao, Lagawe, Ifugao.

In particular, Dulnuan maintained that he was not present during the meetings held on June 12, 2007 and July 13, 2007 even if his signatures were found on the *Minutes of the Meeting* of even date³⁶ and his signatures appeared on *Resolution Nos. 01 and 02, Series 2007*.³⁷ Dulnuan, however,³⁸ stated that he was familiar with the signatures of then barangay treasurer Salvador Galeon and then barangay captain Roy Hunnob, and the same were found on the said Resolutions and the Purchase Request.³⁹

Lastly, Dulnuan said that he personally knew Caroline Hunnob and that she was the sister of barangay captain Roy Hunnob and that she was the payee in the speedboat transaction.⁴⁰

On cross examination, Dulnuan specified that the basis in saying that the engine ordered should have been "Johnson" and not "Evinrude" could be

²⁷ Records, Exhibit "B", p. 8.

²⁸ Records, Exhibit "C", p. 11.

²⁹ Records, Exhibit "D", p. 12.

³⁰ Records, Exhibit "E", p. 9.

³¹ Records, Exhibit "F", p. 10.

³² Records, Exhibit "H", p. 14.

³³ Records, Exhibit "J", p. 16.

³⁴ Records, Exhibit "K", p. 17.

³⁵ Records, Exhibit "L", p. 18.

³⁶ Records, Exhibit "C and D", p. 11-12.

³⁷ Records, Exhibit "E and F", p. 9-10.

³⁸ Records, TSN, September 13, 2011, p. 4-5.

³⁹ Records, Exhibit "G", p. 13.

⁴⁰ Records, TSN, September 13, 2011, p. 6.

found in the *Purchase Request*⁴¹ and *Purchase Order*.⁴² However, he admitted that upon a close examination of these documents, no such brand specification for a "Johnson" engine was written on them. In fact, both documents merely described the order as "1-unit speed boat 25 hp." Dulnuan, however, insisted that the brand specification "Johnson" could be found in the resolution of the barangay.⁴³

Dulnuan first came to know about the engine when it was delivered and the barangay captain said that was where the ₱70,000.00 went. The witness said he never actually saw the brand of the engine, but he saw it delivered to the house of the barangay captain where the latter installed it in his old boat.⁴⁴

Later on, Dulnuan found out that the seventy thousand was disallowed when the Commission on Audit (COA) conducted a post-audit that resulted in the filing of a case with the *Sangguniang Bayan*. Since then, it had come to the knowledge of Dulnuan through the COA that the money had been returned to the LGU of Barangay Dulao.⁴⁵

At this time, Dulnuan became the barangay captain of Barangay Dulao. He defeated the previous barangay captain, Roy Hunnob, and denied that he had initiated this case out of spite against his election adversary. Instead, he claimed that the case was filed because the accused had given the barangay officials a bad reputation by using their names in the procurement documents.⁴⁶

When questioned by the court, Dulnuan revealed that during a hearing before the *Sangguniang Bayan*, Hunnob admitted, together with Galeon, that they were the ones who signed for those whose names appeared on the papers.⁴⁷ For this, Roy Hunnob, as the barangay captain, was suspended by the *Sangguniang Bayan* for six months. No similar penalty was imposed on Barangay Treasurer Galeon.⁴⁸ Meantime, as the barangay captain, Dulnuan admitted that he had records that the ₱70,000.00 was paid back to the barangay.⁴⁹

PETER MAUGAO was a member of the barangay council during the time the accused Roy Hunnob was barangay captain.⁵⁰ The fund transfer of

⁴¹ Records, Exhibit "G", p. 13.

⁴² Records, Exhibit "H", p.14.

⁴³ Records, TSN, September 13, 2011, p. 8.

⁴⁴ Records, TSN, September 13, 2011, p. 9.

⁴⁵ Records, TSN, September 13, 2011, p. 9.

⁴⁶ Records, TSN, September 13, 2011, p. 10.

⁴⁷ Records, TSN, September 13, 2011, p. 10.

⁴⁸ Records, TSN, September 13, 2011, p. 11.

⁴⁹ Records, TSN, September 13, 2011, p. 11.

⁵⁰ Records, TSN, October 20, 2011, p. 2.

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₱70,000.00 was appropriated for the purpose of purchasing a speedboat engine.⁵¹ What should have been purchased was a Johnson-branded engine, but instead, an old engine with rust and with some parts falling off was purchased.⁵²

With regard to *Resolution*⁵³ Nos. 01 and 02 declaring a failure of bidding, Maugao averred that there was a different signature above his typewritten name and that he had never signed the same nor was it ever presented to him in the first place.⁵⁴ When questioned on why barangay Dulao needed a speedboat, Maugao said it was necessary in going to the other barangay units, specifically the towns of Diadi in Lamut or Lagawe.⁵⁵ When asked if he was familiar with the signatures of fellow barangay officials Mercy Bahiwag, Elmer Bahiwag, Ricardo Gatic, and Toribio Naupoc, Maugao answered in the negative.⁵⁶

On cross examination, Maugao said that he was aware of a bidding for the purchase of the speedboat engine and that the same has failed. However, he reiterated that it was not him who signed the same resolution.⁵⁷

MERCY BAHIWAG was a barangay health worker of Dulao, Lagawe, Ifugao. According to her, she was never elected as barangay-kagawad of Barangay Dulao. She had been residing in Barangay Dulao since she was a child and in all those years, she had never encountered any other person named *Mercy Bahiwag*. She had never been appointed as secretary of the Barangay Bids and Awards Committee nor has she attended any session of the Barangay Kagawad officials of Dulao, Lagawe, Ifugao, in the entire year of 2007 and hence, had never signed any Resolution at that time.⁵⁸

That was why it was much to her surprise when she saw her signature affixed on the *Minutes of the Meeting* dated June 12 and July 13 2007,⁵⁹ and *Resolution* Nos. 01 and 02, series of 2007.⁶⁰ She stated that she did not know who affixed those signatures. What she did know was that the persons in-charge of processing those papers were the treasurer, Salvador Galeon, and the barangay captain, Rob Hunnob.⁶¹

⁵¹ Records, TSN, October 20, 2011, p. 3.

⁵² Records, TSN, October 20, 2011, p. 3.

⁵³ Records, Exhibits "E and F", p. 9-10.

⁵⁴ Records, TSN, October 20, 2011, p. 4.

⁵⁵ Records, TSN, October 20, 2011, p. 5.

⁵⁶ Records, TSN, October 20, 2011, p. 5.

⁵⁷ Records, TSN, October 20, 2011, p. 6.

⁵⁸ Records, TSN, July 23, 2013, p. 3.

⁵⁹ Records, Exhibits "C and D", p. 11-12.

⁶⁰ Records, Exhibit "E and F", p. 9-10.

⁶¹ Records, TSN, July 23, 2013, p. 5.

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On cross examination, Bahiwag made it clear, through an Affidavit of Desistance which she has signed, that she did not want to participate in this case as a complainant but merely as a witness.⁶²

JUANITA BAUTISTA was the State Auditor III stationed at Lagawe, Ifugao, during the time of the alleged commission of the crime. By this authority, she has custody of the records involving the purchases and transactions engaged into by the different local government units of the municipality. She said that Barangay Dulao is in the Municipality of Lagawe.⁶³

In open court, State Auditor Bautista certified the authenticity of the documents as compared to the original copies of the documents and stated that they were faithful reproductions of the original documents filed in her office. This was confirmed by accused-appellant's counsel at the time, Atty. Maribas L. Habawel.⁶⁴

The following documents⁶⁵ involving the purchase of **One (1) unit 25 HP Speed Boat** were attested to as certified copies of the originals from the custody of State Auditor Bautista:

Exhibit "A" – 1st BBAC Invitation to Apply for Eligibility and to Bid published on May 22, 2007;⁶⁶

Exhibit "B" – 2nd BBAC Invitation to Apply for Eligibility and to Bid published on June 18, 2007;⁶⁷

Exhibit "C" – Minutes of the meeting of the BBAC held on June 12, 2007;⁶⁸

Exhibit "D" – Minutes of the meeting of the BBAC held on July 13, 2007;⁶⁹

Exhibit "E" – Resolution No. 1, Series of 2007;⁷⁰

Exhibit "F" – Resolution No. 2, Series of 2007;⁷¹

Exhibit "G" – Purchase Request;⁷²

Exhibit "H" – Purchase Order;⁷³

Exhibit "I" – Local canvass;⁷⁴

Exhibit "J" – Inspection and acceptance report;⁷⁵

⁶² Records, TSN, July 23, 2013, p. 6.

⁶³ Records, TSN, August 10, 2011, p. 3.

⁶⁴ Records, TSN, August 10, 2011, p. 5. In open court, Atty. Habawel stated, "After comparing the photocopies with the original copies from the Commission on Audit, we are convinced that these are faithful reproductions of the original copies."

⁶⁵ Records, TSN, August 10, 2011, p. 4.

⁶⁶ Records, Exhibit "A", p. 7.

⁶⁷ Records, Exhibit "B", p. 8.

⁶⁸ Records, Exhibit "C", p. 11.

⁶⁹ Records, Exhibit "D", p. 12.

⁷⁰ Records, Exhibit "E", p. 9.

⁷¹ Records, Exhibit "F", p. 10.

⁷² Records, Exhibit "G", p. 13.

⁷³ Records, Exhibit "H", p. 14.

⁷⁴ Records, Exhibit "I", p.15.

⁷⁵ Records, Exhibit "J", p. 16.

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Exhibit "K" – Disbursement Voucher;⁷⁶

Exhibit "L" – Reimbursement expense Receipt;⁷⁷

On cross examination, State Auditor Bautista confirmed that the speedboat transaction was disallowed by the COA, but the amount was refunded and posted in the account of the barangay. As far as the Commission on Audit was concerned, the disallowance was already settled by Caroline Hunnob, the payee in the transaction.⁷⁸

Joint Formal Offer of Evidence⁷⁹

To prove that one (1) unit 25-HP speedboat in the amount of seventy thousand pesos (P70,000.00) was published for bidding at Barangay Dulao, Lagawe, Ifugao, the following were offered by the prosecution:

Exhibit	Description
A	1 st BBAC Invitation to Apply for Eligibility and to Bid published on May 22, 2007
B	2 nd BBAC Invitation to Apply for Eligibility and to Bid published on June 18, 2007

To prove that the signatures of Mercy Bahiwag were falsified and that there was no meeting that was actually held on June 12, 2007 and July 13, 2007, the following were offered:

Exhibit	Description
C	Minutes of the meeting of the BBAC held on June 12, 2007
C-1	Name and signature of Mercy Bahiwag
D	Minutes of the meeting of the BBAC held on July 13, 2007
D-1	Name and signature of Mercy Bahiwag

To prove that the signatures of Edwin Dulnuan, Peter Maugao and Mercy Bahiwag were falsified and that the BBAC resolutions were void, the following were offered:

Exhibit	Description
E	Resolution No. 1, Series of 2007
E-1	Name and signature of Edwin Dulnuan
E-2	Name and signature of Peter Maugao
E-3	Name and signature of Mercy Bahiwag

⁷⁶ Records, Exhibit "K", p. 17.

⁷⁷ Records, Exhibit "L", p. 18

⁷⁸ Records, TSN, August 10, 2011, p. 7.

⁷⁹ Records, *Joint Formal Offer of Evidence*, p. 97.

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F	Resolution No. 2, Series of 2007
F-1	Name and signature of Edwin Dulnuan
F-2	Name and signature of Peter Maugao
F-3	Name and signature of Mercy Bahiwag

To prove that the accused ex-barangay captain Roy Hunnob and ex-barangay treasurer Salvador Galeon of Barangay Dulao, Lagawe, Ifugao, facilitated and caused the payment to a private citizen the amount of sixty-seven thousand two hundred pesos (P67,200.00) for the fictitious delivery of a 25-horsepower speedboat causing undue injury to the government, the following were offered:

Exhibit	Description
G	Purchase Request
H	Purchase Order
I	Local canvass
J	Inspection and acceptance report
K	Disbursement Voucher
L	Reimbursement expense Receipt

In the Order dated August 30, 2013,⁸⁰ the court admitted prosecution's evidence, to wit:

XXXX

The exhibits formally offered in evidence by the prosecution are not among those excluded by the rules.

All the exhibits formally offered are hereby admitted in evidence.

SO ORDERED.

With the admission of the documentary exhibits, together with the testimonies of the witnesses, the prosecution rested its case.

Demurrer to Evidence⁸¹

On August 30, 2013, the defense filed a timely *Motion for Leave to File Demurrer to Evidence*. This was granted in the Order dated September 25, 2013.⁸² On September 30, 2013, the *Demurrer to Evidence* was filed which questioned the sufficiency of the evidence of the prosecution on the following grounds:

⁸⁰ Records, p. 100.

⁸¹ Records, *Demurrer to Evidence*, p. 103.

⁸² Records, p. 108.

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1. The offense was anchored on an alleged conspiracy committed by Hunnob and Galeon. On the basis of the testimonies of the four witnesses presented by the prosecution and documents offered, no conspiracy between the two was proven;
2. The prosecution failed to present any evidence to show that the accused Hunnob and Galeon acted with manifest partiality or evident bad faith;
3. There was no injury to the Government because according to witness State Auditor Juanita Bautista, when the COA had disallowed the purchase, the amount used to purchase the speedboat was refunded to the account of the barangay.

In its Resolution⁸³ dated November 18, 2013, the court denied the *Demurrer to Evidence, viz:*

There is, therefore, evidence on record; which if unrebutted, sufficient to the establish guilt of the accused of the crime charged.

WHEREFORE, the Demurrer to Evidence is hereby DENIED.

SO ORDERED.

EVIDENCE FOR THE ACCUSED

For the Accused,⁸⁴ the following witnesses were presented:

Witnesses (3)	Description
Roy Hunnob	former Barangay Captain and accused
Salvador Galeon	former Barangay Treasurer and accused
Elmer Bahiwag	Barangay Kagawad from 2004-2007

Accused-appellants themselves offered their defense, as follows:

ROY HUNNOB was the barangay captain of Barangay Dulao, Lagawe, Ifugao, from 2005 to 2010. During his time as barangay captain, there was an existing Barangay Bids and Awards Committee but he was not part of it. The chairperson of the Barangay Bids and Awards Committee (BBAC) was Ricardo Gatic.⁸⁵

⁸³ Records, p. 111.

⁸⁴ Records, Volume I, TSN.

⁸⁵ Records, TSN, March 6, 2014, p. 4.

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Hunnob claimed that he did not participate during the BBAC meetings on June 2007⁸⁶ and July 2007⁸⁷ as it was prohibited for a barangay captain to do so. When asked if he conspired with a certain Salvador Galeon in the award of the purchase of one speedboat to Caroline Hunnob, he categorically denied it.⁸⁸

The members of the BBAC were in-charge of the records, documents, and papers of the proceedings of the Bids and Awards Committee, not him. He never tried to interfere in the proceedings of the BBAC during his time as captain.⁸⁹

In the documents⁹⁰ containing the barangay meetings dated June and July 2007, he admitted that it was indeed his signatures which were affixed above his printed name found on the papers. However, he did not know who signed for Mercy Bahiwag, Peter Maugao, Edwin Dulnuan, or Salvador Galeon. When the papers were brought to him by BBAC chairperson Ricardo Gatic, he said that the signatures of these barangay officials were already there. After he signed the documents, he immediately returned the same to the committee. He insisted that his only participation was affixing his signature as barangay captain. Finally, Hunnob admitted that there was indeed a **speedboat** purchased by the barangay but he never influenced the BBAC in any way to award the purchase to his sister, Caroline Hunnob.⁹¹

On cross examination, Hunnob claimed that he only signed the procurement documents because "they all signed" as well. He had signed the documents without actually seeing the personalities sign them.⁹² He further claimed that Mercy Bahiwag was a BBAC member despite being a barangay health worker because he saw her join meetings and go with the members.⁹³

Hunnob admitted that he has never attended the BBAC meetings because the same was prohibited for barangay captains to join. When asked whether he could remember having signed a purchase request⁹⁴ for the speedboat, the brand of the speedboat, or an Inspection and Acceptance Report⁹⁵ for the speedboat, he said he could not remember. He did, however, admit that there was a **25-horsepower speedboat** that was purchased and that

⁸⁶ Records, Exhibit "C", p. 11.
⁸⁷ Records, Exhibit "D", p. 12.
⁸⁸ Records, TSN, March 6, 2014, p. 5.
⁸⁹ Records, TSN, March 6, 2014, p. 5.
⁹⁰ Records, Exhibit "C and D", p. 11-12.
⁹¹ Records, TSN, March 6, 2014, p. 7.
⁹² Records, TSN, March 6, 2014, p. 8.
⁹³ Records, TSN, March 6, 2014, p. 8.
⁹⁴ Records, Exhibit "G", p. 13.
⁹⁵ Records, Exhibit "J", p. 16.

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it was indeed his signature found on all the documents attached to the procurement.⁹⁶

Hunnob revealed that he eventually came to know that the money used in purchasing the speedboat was returned to the barangay by his sister, Caroline Hunnob, because the purchase was disallowed by the COA, although he did not know why.⁹⁷ Hunnob later disclosed that it was him who inspected and accepted the speedboat.

He verified that the typewritten name and signature appearing on the *Purchase Order*⁹⁸ were his. The name of the contractor and supplier of the purchased speedboat was Caroline Hunnob, or his sister. Hunnob then alleged that he did not know that the contractor, dealer, and supplier who was related to a barangay official should not participate in the BBAC biddings. In any case, Hunnob still signed the procurement documents despite the contractor named in the purchase order was his sister.⁹⁹

When questioned by the court if Hunnob, as barangay captain, was the one who formed the Barangay Bids and Awards Committee, Hunnob answered in the negative. Hunnob was nonetheless reminded by the court that as barangay captain, he was granted by law the power to appoint and designate the members of the BBAC. Hunnob could only reply that he was prohibited by the municipal government to meddle in the affairs of the Barangay Bids and Awards Committee.¹⁰⁰

SALVADOR GALEON was the barangay treasurer of Barangay Dulao at the time the offense was allegedly committed. He denied having allegedly conspired with his co-accused Roy Hunnob in giving unwarranted benefits and advantage of preference to Caroline Hunnob and in having paid the amount of ₱67,200.00 for the delivery of a **25-HP speedboat**. He also denied having any knowledge of the delivery of the speedboat by Caroline Hunnob. He was, however, aware of the amount paid to Caroline Hunnob because he prepared a check amounting to ₱67,200.00 issued in her favor.¹⁰¹

Galeon claimed that he did not have any knowledge of any bidding of a speedboat. He said that it was not he who prepared the *Purchase Request*¹⁰² for the 1-unit 25-HP speedboat. However, he confirmed that the signature found on the Purchase Request was his. Galeon likewise averred that he did

⁹⁶ Records, TSN, March 6, 2014, p. 10.

⁹⁷ Records, TSN, March 6, 2014, p. 11.

⁹⁸ Records, Exhibit "H", p. 14.

⁹⁹ Records, TSN, March 6, 2014, p. 13.

¹⁰⁰ Records, TSN, March 6, 2014, p. 15.

¹⁰¹ Records, TSN, January 26, 2016, p. 3.

¹⁰² Records, Exhibit "G", p. 13.

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not prepare the Purchase Request but merely signed it.¹⁰³ The same was prepared by the Bids and Awards Committee.

When Galeon prepared a check for payment to Caroline Hunnob in the amount of ₱67,200.00, the bidding documents from which the payment was based on already had the signatures of the barangay kagawad officials; particularly, Peter Maugao, Edwin Dulnuan, and Mercy Bahiwag. Galeon, however, alleged that he had never seen them sign the documents personally.¹⁰⁴

Galeon next conveyed that he was not a member of the BBAC. Nor did he ever try to influence any member of the BBAC regarding the award of the contract to Caroline Hunnob.¹⁰⁵ He did not talk to Roy Hunnob or any person for that matter involved in the bidding nor did he affix the signatures of Peter Maugao, Edwin Dulnuan, or Mercy Bahiwag. He reiterated that his only participation was to issue the check for the payment of the speedboat. As far as he knew, there was nothing wrong with the bidding process nor with his act of issuing of the check.¹⁰⁶

On cross examination, Galeon maintained that he did not know that Roy Hunnob and Caroline Hunnob were siblings. He said that as far as he knew, Caroline was not a resident of Dulao but of Poblacion, Lagawe.¹⁰⁷ When asked if the witness was aware that the payee, Caroline Hunnob, was prohibited from entering into transactions with Barangay Dulao, he answered in the negative. Further, he never bothered to verify the legality of the transaction because as far as he knew, Roy Hunnob and Caroline Hunnob were not related.¹⁰⁸

Galeon revealed that he did not know where the speedboat currently was. However, he had seen the speedboat before as it was delivered in the Barangay Hall of Dulao. Further, he confirmed the cost of the purchase at ₱67,200.00. Having been shown a photograph of the engine of a boat, he confirmed that it was the same machine that was purchased.¹⁰⁹ Finally, when asked if he knew that the State Auditors from the COA found some irregularities in the purchase of the machine, he answered that as far as he knew, the machine was complete.¹¹⁰

¹⁰³ Records, TSN, January 26, 2016, p. 4.

¹⁰⁴ Records, TSN, January 26, 2016, p. 5.

¹⁰⁵ Records, TSN, January 26, 2016, p.6.

¹⁰⁶ Records, TSN, January 26, 2016, p.6.

¹⁰⁷ Records, TSN, January 26, 2016, p. 7.

¹⁰⁸ Records, TSN, January 26, 2016, p. 8.

¹⁰⁹ Records, TSN, January 26, 2016, p. 8.

¹¹⁰ Records, TSN, January 26, 2016, p. 9.

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ELMER BAHIWAG was a barangay kagawad of Barangay Dulao from 2004 to 2007. During this time, he also served as a member of the Barangay Bids and Awards Committee, while Roy Hunnob served as barangay captain, and Salvador Galeon served as barangay treasurer.¹¹¹

During his time as BBAC member, he remembered that the committee intended to purchase a **speedboat** for the barangay and the same had passed through the BBAC. He also recalled that there was indeed a BBAC meeting particularly held on June 12, 2007 and July 13, 2007¹¹² when they discussed about the speedboat to be purchased. He also recalled that the following barangay officials were present namely the BBAC Chairman Ricardo Gotic, Toribio Naupo, Peter Maugao, Edwin Dulnuan, and co-accused Roy Hunnob.¹¹³

With the oral testimonies of both the accused and their witness, there being no documentary exhibit offered,¹¹⁴ the defense rested its case.¹¹⁵

FINDINGS OF THE TRIAL COURT

In its challenged Decision dated March 02, 2017¹¹⁶, the trial court found the accused Roy Hunnob and Salvador Galeon guilty of the crime of Violation of Section 3(e) of Republic Act 3019. The court enumerated the following elements of the alleged crime; *to wit*:

1. The accused is a public officer or a private person charged in conspiracy with the former;
2. The said public officer commits the prohibited acts during the performance of his duties or in relation to his public position;
3. That he causes undue injury to any party; whether the government or a private party;
4. Such undue injury is caused by giving unwarranted benefits, advantage or preference to such parties;
5. That the public officer has acted with manifest partiality, evident bad faith or gross inexcusable negligence.

In its Decision dated March 02, 2017, the trial court ruled that the elements of the crime were met, *to wit*:¹¹⁷

¹¹¹ Records, TSN, August 17, 2016, p. 2.

¹¹² Records, TSN, August 17, 2016, p. 3.

¹¹³ Records, TSN, August 17, 2016, p. 4.

¹¹⁴ Records, *Formal Offer of Evidence* dated August 18, 2016, p. 215.

¹¹⁵ Records, RTC Decision, p. 233.

¹¹⁶ Records, RTC Decision, p. 238.

¹¹⁷ Records, RTC Decision, p. 235.

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Accused are both public officers being the then Barangay Captain and Barangay Treasurer of Barangay Dulao, Lagawe, Ifugao and had committed the alleged prohibited act during their tenure as Barangay officials.

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Did the accused cause any undue injury to any party and gave a private party unwarranted benefits, advantage or preference in the discharge of their official administrative functions?

As shown by the evidence of the prosecution, the signatures of Edwin Dulnuan, Peter Maugao, and Mercy Bahiwag appearing in those documents used by herein accused to support the purchase of one (1) unit 25 horsepower speedboat were forged though there was no proof to show who was responsible for the forgery. There is therefore undue injury caused to said individuals. Even the government suffered injury as the competitive mode of procurement mandated by the Procurement Act (RA 9184) and its Implementing Rules and Regulations was avoided and an alternative mode of procurement was adopted by making it appear that the bidding of the subject speedboat failed twice.

Did the accused acted (*sic*) with manifest partiality and evident bad faith as the accusatory Information alleged?

The series of events from the publication of the Invitation to Apply for Eligibility and to Bid till the payment of the procured item and the eventual reimbursement made by the supplier/payee Caroline Hunnob as established by the evidence of the prosecution would show partiality and bad faith. As shown by the prosecution, supplier/payee Caroline Hunnob is the sister of accused Roy Hunnob who was then the Head of the Procuring Entity. By express mandate of the Procurement Act and its Implementing Rules and Regulations, Caroline Hunnob is automatically disqualified from participating in the bidding as she is related to accused Roy Hunnob within the third (3rd) civil degree. Yet inspite of this express bar, accused proceeded to deal with his sister, Caroline Hunnob, who was eventually awarded the project in utter disregard of the Procurement Act and its Implementing Rules and Regulations.

As could be gleaned from Exhibit "D" (Minutes of the Meeting of the Barangay Bids and Awards Committee held on July 13, 2007), the alleged bidding for the procurement of a 25-horsepower speedboat failed twice; thus, an alternative mode of procurement was recommended. It is apparent that the alternative mode of procurement resorted to was Shopping as could be seen from Exhibit "I" (Local Canvass). The Procurement Act (R.A. 9184) and its Implementing Rules and Regulations mandates that should procurement be done by Shopping then at least three (3) price quotations from bona fide suppliers shall be obtained. From the evidence adduced, it would appear that only one canvass was floated and that canvass was given to accused movant Roy Hunnob's sister, Caroline Hunnob.

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Additionally, the trial court surmised that the claim of the defense that there was no conspiracy between the accused cannot be held because as the evidence provided, it is difficult for the court to believe that Galeon did not know that Roy and Caroline Hunnob were siblings as they shared the same surname, a fact that should have alerted Galeon to at least verify any relationship between the Hunnobs. It could be seen in Galeon's testimony that no effort was exerted by him at all to verify.¹¹⁸

Finally, on the defense that the refund to the LGU of Barangay Dulao of the amount of ₱70,000.00 had extinguished criminal liability, the court did not appreciate the argument, *to wit*:

The refund and/or payment of the amount of P70,000.00 is not however a defense and will not exempt or extinguish the criminal liability of the accused. At most, it could be only a mitigating circumstance if we are to apply the same reasoning applied by our Supreme Court in cases of malversation of public funds.¹¹⁹

THE APPEAL

To recall, this case remained pending in the docket of the court despite the issuance of the *Letter-Notice* dated April 22, 2022 requiring accused-appellants Roy Hunnob and Salvador Galeon to file their Accused-Appellants' Brief. A year passed, or by April 14, 2023, no brief has yet been filed for the reason that the mail service addressed to Atty. Joseph M. Huminding, who earlier entered his appearance as counsel for the accused-appellants, was returned under the notation "*deceased*." Since service to the accused-appellants themselves proved unsuccessful, this court issued its *Minute Resolution*¹²⁰ dated September 7, 2022, directing accused-appellants to verify and confirm the fact of death of their counsel of record and to secure the services of another counsel.

After several months, a copy of the *Minute Resolution* dated September 7, 2022 was finally served on accused-appellants Roy Hunnob and Salvador Galeon on February 14, 2023, through the assistance of Atty. Candice Gullon-Buyucan, Clerk of Court and Ex-officio Sheriff of RTC Branch 14, Lagawe, Ifugao, per her *Letter*¹²¹ dated February 16, 2023. This was in accommodation of the *Letter-Request*¹²² of the Sandiganbayan 7th Division Office of the Clerk of Court which earlier sought the assistance of the RTC Branch 14, Lagawe, in serving the *Minute Resolution* dated September 7, 2022.

¹¹⁸ Records, RTC Decision, p. 237.

¹¹⁹ Records, RTC Decision, p. 237.

¹²⁰ Records, page 53.

¹²¹ Received via e-mail on February 22, 2023, 9:55 AM.

¹²² Sent via e-mail on February 1, 2023, 9:28 AM.

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It was thus that a *Notice of Appearance*¹²³ dated February 22, 2023 was filed by GACAYAN AGMATA RUIZ & ASSOCIATES LAW OFFICES, through Atty. Lauro D. Gacayan, entering its appearance as counsel for the accused-appellants. In the same *Notice of Appearance*, Atty. Gacayan confirmed the fact of death of Atty. Joseph M. Huminding. Per Minute Resolution¹²⁴ dated March 6, 2023, the court noted the appearance of the new counsel, took notice of the passing of Atty. Huminding, and granted a final extension of time for the filing of the Appellant's Brief until March 24, 2023.

The Appellants' Brief was finally filed on April 14, 2023. Despite having been filed out of time, but in the interest of justice with a stern warning to the accused-appellants and their counsel against any further delay, the court resolved to admit the Accused-Appellants Brief in its Minute Resolution dated April 25, 2023.¹²⁵

Accused-appellants' Arguments

In the *Accused-Appellant's Brief*,¹²⁶ the following grounds were raised:

- a. The trial court gravely erred in convicting the accused-appellants of Violation of Section 3(e) of R.A. 3019;
- b. The trial court gravely erred in holding that the accused-appellants gave Caroline Hunnob unwarranted benefits, advantage, or preference in the discharge of official functions;
- c. The trial court gravely erred in failing to consider that the accused-appellants are of low education and that ignorance of a difficult question of law shall exculpate them of criminal liability;
- d. The trial court gravely erred in not acquitting the accused-appellants;
- e. Even assuming without admitting that the accused-appellants committed the acts imputed to them, the penalty imposed is erroneous.

¹²³ Received via e-mail on February 28, 2023, 1:20 PM.

¹²⁴ Records, Minute Resolution, p. 83.

¹²⁵ Records, pp. 130-132.

¹²⁶ Records, *Brief for Accused-Appellants* dated April 14, 2023, p. 97.

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Of the five grounds raised, only one referenced the element of the offense charged – that the trial court gravely erred in holding that the accused-appellants gave Caroline unwarranted benefits, advantage, or preference in the discharge of official functions. The rest are merely corollary to accused-appellants' prayer for a reversal of the judgment of conviction.

Yet, in the body of their Brief, accused-appellants mainly argued that the element of manifest partiality was not proven. The fact that the supplier of the motor engine was the sister of Roy Hunnob was not sufficient to hold him criminally liable because both accused-appellants were in good faith. Both accused-appellants were "*not educationally well-off*" to know the law. The purchase of the motor engine was a necessity for the barangay and there were no other bidders. If the offer of Caroline Hunnob was not accepted, the barangay will forever be without a motor engine because no other supplier would come forward.

Accused-appellants claimed that mistakes involving a difficult question of law excuse a person from liability as it may be a basis of good faith. Especially in this case when Roy Hunnob relied on the report and recommendation of the BBAC that there was a failure of bidding. Alleging that he simply relied in good faith on those who certified or prepared the records, he could not be tasked to verify and check all over again the procedure supposedly undertaken by his subordinates.

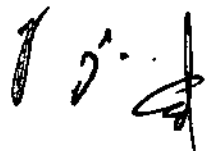
Accused-appellants thus adduced that the prosecution failed to convincingly prove the presence of all the above requisites of the offense beyond reasonable doubt. Nor was the presence of conspiracy sufficiently proved.

Prosecution's Refutation

In its *Appellee's Brief*,¹²⁷ the prosecution countered, as follows:

- a. The RTC correctly found accused-appellants guilty beyond reasonable doubt of the crime charged;
- b. Ignorance of the law excuses no one from compliance therewith;
- c. The penalty imposed by the RTC was in adherence to the penalty prescribed under Section 9(A) of R.A. 3019, as amended.

¹²⁷ Records, *Plaintiff-Appellee's Brief* dated June 08, 2023, p. 143.



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To quote, the prosecution argued that accused-appellants acted with evident bad faith, manifest partiality, and/or gross inexcusable negligence, when by their respective participations, they signed and/or approved documents for the procurement of a speedboat motor engine despite: (a) the glaring irregularities in the procurement process, and/or the lack of public bidding thereof; (b) the legal restriction imposed under Section 47 of RA 9184, which if dutifully observed would have automatically disqualified Caroline for being a relative of appellant Hunnob within the third civil degree; and (c) the delivery of a different item, a second-hand rusty speedboat, vis-à-vis the specified item in the purchase request which naturally would have been a brand new speedboat, 25HP motor engine.¹²⁸

The prosecution harped that even if Caroline Hunnob already returned the amount involved to Brgy. Dulao, the subsequent reimbursement of the payment only affected the civil aspect of the case and not its criminal aspect. When the accused caused the award of the contract to Caroline Hunnob and the latter was paid, the undue injury was already committed to the government. Especially so when through their alleged nefarious scheme, Barangay Dulao and its constituents were deprived of the use and enjoyment of a speedboat.

On conspiracy, the prosecution claimed that the respective participations of the accused-appellants led to the consummation of the crime charged.

Lastly, on good faith, the prosecution countered with the legal maxim "*Ignorance of the law excuses no one from compliance therewith.*" Nothing in the actions of the accused indicated that they acted in good faith. Malice and criminal intent were clearly apparent when they fabricated the bidding documents, forged the signatures, and when the motor engine delivered by Caroline Hunnob was second-hand. Such actions, contrary to the claims of good faith, showed propensity to commit a crime if given the chance to do so.

RULING OF THIS COURT

A few considerations to begin with. At the outset, the appeal presented factual deviations which had to be considered first before the merits of the judgment be weighed.

First, there appears to be a variance in the subject of the procurement from "**One (1) unit 25-HP Speed Boat**" as alleged in the *Information* to what

¹²⁸ Records, *Plaintiff-Appellee's Brief*, pp. 153-154.

was consistently proven by prosecution witnesses Edwin Dulnuan and Peter Maugao as a **“motor engine of a speedboat.”**

The *Information*, as well as the bidding documents,¹²⁹ particularly referred to the goods subject of the procurement as a **“One (1) unit 25-HP Speed Boat.”** In one of his answers during direct examination,¹³⁰ prosecution witness Edwin Dulnuan, however, referred to the subject as a **“motor engine of a speedboat.”**

Q And do you remember what happened to that amount of Seventy thousand pesos?

A They used it in purchasing an **old motor engine.**

Q Motor engine of what?

A **Motor engine of a speedboat.**

The same predicament is present in the testimony of prosecution witness Peter Maugao. Throughout his testimony, the witness, and this time even both counsels conducting examination, referred to the subject of procurement as **“engine.”**¹³¹

Q When you were a member of the barangay council and Roy Hunnob was then the barangay captain, do you remember any amount of Seventy Thousand appropriated for the purpose of purchasing a **speed boat (sic) engine?**

A There was.

Q And do you know if that **engine** was purchase?

A Yes, he bought it.

However, the subject of the procurement remained to be a **“25 horsepower speedboat,”** which was not at all denied by the accused-appellant Roy Hunnob. His testimony showed he was aware that the subject of the procurement was a speedboat, to quote:

Q Was there ever a **speedboat** purchased by your barangay?

A There is.¹³²

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¹²⁹ Records, Exhibits A-L, pp. 7-18.

¹³⁰ Records, TSN, June 08, 2011, p. 8.

¹³¹ Records, TSN, Oct. 20, 2011, p. 3.

¹³² Records, TSN, March 06, 2014, p. 7.

Q On July 2007, there was a purchase of a **speedboat**, is that correct, Mr. Witness?

A Yes, sir.

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Q What was the brand of the **speedboat** that was purchased, Mr. Witness?

A I could not remember, sir.

Q Was it a 25hp Johnson **speedboat**, Mr. Witness?

A What I could only remember that was boldly written on the **speedboat** was 25hp.¹³³

Q In the process of acquiring the **speedboat** by Barangay Dulao, have you participated, Mr. Witness?

A No, sir.¹³⁴

Meanwhile, the other accused-appellant Salvador Galeon in his testimony denied any knowledge of the subject of procurement as he said he only prepared the check.¹³⁵

It thus begs the following question, does the variance in the subject of the procurement (speedboat vis-à-vis engine) materially affect the nature and cause of the accusation against the accused-appellants, thereby violating their constitutional right to be informed?

The 1987 Philippine Constitution provides:

SECTION 14. (1) No person shall be held to answer for a criminal offense without due process of law.

(2) In all criminal prosecutions, the accused shall be presumed innocent until the contrary is proved, and shall enjoy the right to be heard by himself and counsel, **to be informed of the nature and cause of the accusation against him**, to have a speedy, impartial, and public trial, to meet the witnesses face to face, and to have compulsory process to secure the attendance of witnesses and the production of evidence in his behalf. However, after arraignment, trial may proceed notwithstanding the absence of the accused provided that he has been duly notified and his failure to appear is unjustifiable. [emphasis supplied]

¹³³ Records, TSN, March 06, 2014., p. 9.

¹³⁴ Records, TSN, March 06, 2014., p. 12.

¹³⁵ Records, TSN, January 16, 2016, p. 3.

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In *Omar Villarba v. Court of Appeals and People of the Philippines*,¹³⁶ the Court elucidated on the constitutional right of the accused to be informed:

The constitutional right to be informed of the nature and cause of the accusation against an accused further requires a sufficient complaint or information. It is deeply rooted in one's constitutional rights to due process and the presumption of innocence.

Due process dictates that an accused be fully informed of the reason and basis for their indictment. This would allow an accused to properly form a theory and to prepare their defense, because they are "presumed to have no independent knowledge of the facts constituting the offense they have purportedly committed."

In *Andaya v. People*, this Court explained that the purpose of a written accusation is to enable the accused to make their defense, to protect themselves against double jeopardy, and for the court to determine whether the facts alleged are sufficient in law to support a conviction. Hence, a complaint or information must set forth a "specific allegation of every fact and circumstances necessary to constitute the crime charged."

In this case, the sufficiency of the Information was never put in issue. The Information was clear that the subject of the charge was a "25 horsepower speedboat."¹³⁷ Evidence, however, teetered off from what was supposed to be a "25-HP speedboat" to simply, an "motor engine of a speedboat."

Needless to say, despite the seeming variance of the evidence introduced for the subject of the procurement, all the parties involved in this case, whether of the prosecution or the defense, exhibited a clear understanding that a "25 horsepower speedboat" and "motor engine of a speedboat" referred to one and the same subject of procurement. The prosecution may have wavered at this point, referring to either a 25-HP speedboat or motor engine, but the accused-appellants were not at all ruffled by the variation. Inevitably, it could safely be adduced that Roy Hunnob and Salvador Galeon were fully informed of the reason and basis for their indictment. They were allowed to plead to the charge made in the Information and proffer their defense which in the process should be able to protect themselves against double jeopardy. After all, the main charge undeniably pinpointed to an item for procurement with an approved budget cost of seventy thousand pesos. Whether it was for a speedboat, or simply an engine, did not much affect the nature and cause of the accusation of the charge as the subject of the charge all boiled down to a single item for procurement with an approved budget.

¹³⁶ G.R. 22777, June 15, 2020.

¹³⁷ Records, p. 1.

Besides, this case has been active for a quite some time, in fact having passed through the Court of Appeals and the Supreme Court. Not once was the issue on the variance of the subject of procurement, or an invocation of a violation of the right of the accused to be informed of the nature and cause of the accusation raised by any of the accused-appellants. Assuming that the variance did seep into the very issue on their constitutional right to be informed of the nature and cause of the accusation against them, the failure to timely invoke such right amounted to a waiver.

In *People v. Solar y Dumbrique*,¹³⁸ the Court notes that the right to question the defects in an Information is not absolute. In fact, defects in an Information with regard to its form may be waived by the accused.

For instance, in *People v. Palarca*,¹³⁹ the accused was charged with rape, but the Information filed against him failed to specify that he had carnal knowledge of the victim through force or intimidation. When it reached the Court, it held that the accused therein may still be validly convicted of the crime despite the insufficiency of the Information, ratiocinating thus:

In any event, accused-appellant failed to interpose any objection to the presentation by the prosecution of evidence which tended to prove that he committed the rape by force and intimidation. While generally an accused cannot be convicted of an offense that is not clearly charged in the complaint or information, this rule is not without exception. The right to assail the sufficiency of the information or the admission of evidence may be waived by the accused-appellant. We held that **an Information which lacks certain essential allegations may still sustain a conviction when the accused fails to object to its sufficiency during the trial, and the deficiency was cured by competent evidence presented therein. Thus, [F]ailure to object was thus a waiver of the constitutional right to be informed of the nature and cause of the accusation.** It is competent for a person to waive a right guaranteed by the Constitution, and to consent to action which would be invalid if taken against his will. (*1 ARTURO M. TOLENTINO, CIVIL CODE OF THE PHILIPPINES 31-32 [1983 ed.]*).

This Court has, on more than one occasion, recognized waivers of constitutional rights, e.g., the right against unreasonable searches and seizures (*People v. Malasugui*, 63 Phil. 221 [1936]; *Viuda de Gracia v. Locsin*, 65 Phil. 689 [1938]); the right to counsel and to remain silent (*People v. Royo*, 114 SCRA 304 [1982]); the right to be heard (*Abriol v. Homeres*, 84 Phil. 525 [1949]; *People v. Dichoso*, 96 SCRA 957 [1980]); and the right to bail (*People v. Donato*, 198 SCRA 130 [1991]). (Emphasis and underscoring supplied)

¹³⁸ G.R. No. 225595, August 6, 2019.

¹³⁹ G.R. No. 146020, May 29, 2002.

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Similarly, in the case of *People v. Razonable*,¹⁴⁰ the Court held that if an Information is defective, such that it fails to sufficiently inform the accused of the nature and cause of the accusation against him, then it is the accused's duty to enforce his right through the procedural rules created by the Court for its proper enforcement. The Court explained:

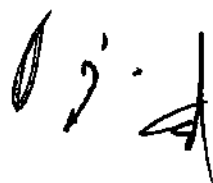
The rationale of the rule, which is to inform the accused of the nature and cause of the accusation against him, should guide our decision. To claim this substantive right protected by no less than the Bill of Rights, the accused is duty bound to follow our procedural rules which were laid down to assure an orderly administration of justice. **Firstly, it behooved the accused to raise the issue of a defective information, on the ground that it does not conform substantially to the prescribed form, in a motion to quash said information or a motion for bill of particulars. An accused who fails to take this seasonable step will be deemed to have waived the defect in said information. The only defects in an information that are not deemed waived are where no offense is charged, lack of jurisdiction of the offense charged, extinction of the offense or penalty and double jeopardy.** Corollarily, we have ruled that objections as to matters of form or substance in the information cannot be made for the first time on appeal. In the case at bar, appellant did not raise either in a motion to quash or a motion for bill of particulars the defect in the Information regarding the indefiniteness of the allegation on the date of the commission of the offense. (Emphasis supplied)

To recall, in the present case, Rolando did not question the supposed insufficiency of the Information filed against him through either a motion to quash or motion for bill of particulars. He voluntarily entered his plea during the arraignment and proceeded with the trial. Thus, he is deemed to have waived any of the waivable defects in the Information, including the supposed lack of particularity in the description of the attendant circumstances. In other words, Rolando is deemed to have understood the acts imputed against him by the Information. The CA therefore erred in modifying Rolando's conviction in the way that it did when he had effectively waived the right to question his conviction on that ground.

It is for this reason that the Court modifies Rolando's conviction from Homicide to Murder — he failed to question the sufficiency of the Information by availing any of the remedies provided under the procedural rules, namely: either by filing a motion to quash for failure of the Information to conform substantially to the prescribed form, or by filing a motion for bill of particulars. Again, he is deemed to have waived any of the waivable defects in the Information filed against him.

The same is applicable in the instant case, as accused-appellants Roy Hunnob and Salvador Galeon not once questioned nor rebutted the subject of procurement. Hence, it is deemed that they have waived their right to question the same.

¹⁴⁰ G.R. No. 128085-87, April 12, 2000.



In any case, the nature of the charge is on the procurement process itself. The item of the procurement is merely collateral. Procurement documents, listed below, all specified **“One (1) unit 25-HP Speed Boat.”**

- Exhibit “A” – 1st BBAC Invitation to Apply for Eligibility and to Bid published on May 22, 2007;¹⁴¹
- Exhibit “B” – 2nd BBAC Invitation to Apply for Eligibility and to Bid published on June 18, 2007;¹⁴²
- Exhibit “C” – Minutes of the meeting of the BBAC held on June 12, 2007;¹⁴³
- Exhibit “D” – Minutes of the meeting of the BBAC held on July 13, 2007;¹⁴⁴
- Exhibit “E” – Resolution No. 1, Series of 2007;¹⁴⁵
- Exhibit “F” – Resolution No. 2, Series of 2007;¹⁴⁶
- Exhibit “G” – Purchase Request;¹⁴⁷
- Exhibit “H” – Purchase Order;¹⁴⁸
- Exhibit “I” – Local canvass;¹⁴⁹
- Exhibit “J” – Inspection and acceptance report;¹⁵⁰
- Exhibit “K” – Disbursement Voucher;¹⁵¹
- Exhibit “L” – Reimbursement expense Receipt.¹⁵²

When called to account for the same, what Roy Hunnob produced was an old, dilapidated boat with an “Evinrude” engine. This is the reason why the prosecution witnesses referred to the procured item as “engine” instead of speedboat. There is no issue in this regard as no assigned error was made. With the waiver, the point can simply be laid to rest.

Second, the procurement documents were alleged to be falsified; yet no prosecution witness put up a testimony who the author of the falsification is. The trial court premised its decision on the “falsified” nature of the procurement documents. The original charges were in fact two; one for Violation of Section 3 (e) of R.A. 3019 and the other, for Falsification of Public Documents. What happened to the Falsification charge cannot be verified as the records transmitted to this court on appeal did not include such.

If the falsification claim be disentangled from the charge of Violation of Section 3 (e) of R.A. 3019, can the conviction stand on its own? Perceptively, in the *Joint Formal Offer of Evidence*,¹⁵³ only the following

¹⁴¹ Records, Exhibit “A”, p. 7.

¹⁴² Records, Exhibit “B”, p. 8.

¹⁴³ Records, Exhibit “C”, p. 11.

¹⁴⁴ Records, Exhibit “D”, p. 12.

¹⁴⁵ Records, Exhibit “E”, p. 9.

¹⁴⁶ Records, Exhibit “F”, p. 10.

¹⁴⁷ Records, Exhibit “G”, p. 13.

¹⁴⁸ Records, Exhibit “H”, p. 14.

¹⁴⁹ Records, Exhibit “I”, p. 15.

¹⁵⁰ Records, Exhibit “J”, p. 16.

¹⁵¹ Records, Exhibit “K”, p. 17.

¹⁵² Records, Exhibit “L”, p. 18

¹⁵³ Records, pp. 97-99.

documents were offered to prove the crime of Violation of Section 3 (e) of R.A. 3019:

1. To prove that one (1) unit of 25 HP speedboat in the amount of seventy thousand pesos (Php70,000.00) was published for bidding at Barangay Dulao, Lagawe, Ifugao:

Exhibit	Description
A	1 st BBAC Invitation to Apply for Eligibility and to Bid published on May 22, 2007
B	2 nd BBAC Invitation to Apply for Eligibility and to Bid published on June 18, 2007

2. To prove that accused ex-barangay captain Roy Hunnob and ex-barangay treasurer Salvador Galeon of Barangay Dulao, Lagawe, Ifugao, facilitated and caused the payment to a private citizen the amount of sixty-seven thousand two hundred pesos (P67,200.00) for the fictitious delivery of a 25-horsepower speedboat causing undue injury to the government,

Exhibit	Description
G	Purchase Request
H	Purchase Order
I	Local canvass
J	Inspection and acceptance report
K	Disbursement Voucher
L	Reimbursement expense Receipt

An assessment of Exhibits "A" and "B", together with Exhibits "G" to "L", will show that these are enough to sustain a judgment for Violation of Section 3 (e) of R.A. 3019.

The Appealed Case

In the case before us, accused Roy Hunnob and Salvador Galeon are charged with the Violation of Section 3(e) of R.A. No. 3019 or the Anti-Graft and Corrupt Practices Act. The said provision provides:

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:

XXXX

(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.

In the Accused-Appellants' Brief¹⁵⁴ dated April 14, 2023, the accused-appellants claim that the trial court gravely erred in convicting the accused-appellants for Violation of Section 3(e) of R.A. No. 3019. Further, the accused-appellants claim that the trial court gravely erred in holding that they gave Caroline Hunnob unwarranted benefits, advantage, or preference in the discharge of official functions.

In every prosecution for Violation of Section 3(e) of R.A. No. 3019, the State must prove the following essential elements, as provided in *Estrada v. Ombudsman*¹⁵⁵, namely:

- a) The accused must be a public officer discharging administrative, judicial or official functions (or private individuals acting in conspiracy with such public officers);
- b) He acted with manifest partiality, evident bad faith or inexcusable negligence; and
- c) His action caused undue injury to any party including the Government, or gave any party unwarranted benefits, advantage or preference in the discharge of his functions. [*emphasis supplied*]

The applicability of the following elements in the instant case will be discussed accordingly, and as found by the trial court.

The finding that accused-appellants are public officers discharging administrative, judicial, or official functions is correct.

It was undisputed that accused Roy Hunnob and Salvador Galeon are public officers. Roy Hunnob was the barangay captain of Barangay Dulao at the time of the alleged crime, while Salvador Galeon was the barangay treasurer. This was evidenced by the collective admissions and testimonies of the witnesses. As public officers, they were performing their respective functions when they caused the preparation and thereafter, signed and approved the following documents: Purchase Request dated July 21, 2007,¹⁵⁶

¹⁵⁴ Records, *Accused-Appellants' Brief*, p. 143.

¹⁵⁵ G.R. No. 212761, July 31, 2018.

¹⁵⁶ Records, Exhibit "G," p. 13.

Purchase Order dated July 23, 2007,¹⁵⁷ Local Canvass,¹⁵⁸ Disbursement Voucher,¹⁵⁹ and Inspection and Acceptance Report.¹⁶⁰

The finding that accused-appellants acted with manifest partiality and evident bad faith is correct.

Violation of Sec. 3(e) of R.A. No. 3019 may be committed in three ways, that is, through manifest partiality, evident bad faith or gross inexcusable negligence. Proof of any of these three in connection with the prohibited acts mentioned in Sec. 3(e) is enough to convict.¹⁶¹

In *Tiongco v. People*¹⁶² citing *People v. Atienza*, the Supreme Court defined these elements:

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.

"Evident bad faith" contemplates a state of mind affirmatively operating with furtive design or with some motive of self-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.

The evidence presented to prove the second and third element of Section 3(e) are summarized below, as follows:

Elements	Evidence Presented
There is "manifest partiality" when there is a clear, notorious, or plain inclination or predilection to favor one side or person rather than another.	Testimonies of Dulnuan, Bautista, [Roy] Hunnob and Galeon saying that Caroline Hunnob was the sister of Roy Hunnob and that a check containing the barangay funds

¹⁵⁷ Records, Exhibit "H", p. 14.

¹⁵⁸ Records, Exhibit "I," p. 15.

¹⁵⁹ Records, Exhibit "K," p. 17.

¹⁶⁰ Records, Exhibit "J," p. 16.

¹⁶¹ *Valencerina v. People*, G.R. No. 206162, December 10, 2014, 749 Phil. 886-916, 2014.

¹⁶² G.R. No. 218709, November 2018.

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	was paid in her favor despite failure of public bidding. ¹⁶³ Exhibits "E, F, H, I, J, K" showing that there were documents proving the transaction with Caroline Hunnob despite failure of public bidding. ¹⁶⁴
"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. "Evident bad faith" contemplates a state of mind affirmatively operating with furtive design or with some motive of self-interest or ill will or for ulterior purposes.	Testimonies ¹⁶⁵ of Dulnuan, Bahiwag and Maugao in relation to Exhibits "C, D, E, F" ¹⁶⁶ saying that they never signed any of the documents involving the purchase of the speedboat. Testimonies of Roy Hunnob and Salvador Galeon saying that at one point they were in possession of the documents relating to the purchase of the speedboat and that indeed it was their signatures on those documents. ¹⁶⁷
Accused's action gave any party unwarranted benefits, advantage or preference in the discharge of his functions.	The collective effort of accused Roy Hunnob and Salvador Galeon signing Exhibits "A to K" which dictated the bidding process of the speedboat purchase resulting in the awarding of the contract to Caroline Hunnob. ¹⁶⁸

After a review of the elements vis-à-vis the evidence presented, it is obvious that there were indeed *manifest partiality* and *evident bad faith* which resulted in the giving of unwarranted benefits to any party.

It is difficult to ignore the fact that the accused-appellants signed and approved the documents necessary for the procurement of the speedboat when there was a multitude of suspicious circumstances present throughout the process, such as: (a) the lack of public bidding; (b) the delivery of a different item, a second-hand rusty, dilapidated speedboat engine; and, (c) the restriction against relations provided for under Section 47 of RA 9184.

As a general rule, all procurement shall be done through competitive bidding.¹⁶⁹ *Sec. 356 of the Local Government Code of 1991* further provides that "acquisition of supplies by local government units shall be through

¹⁶³ Records, TSN.

¹⁶⁴ Records, pp. 14-17, 23-24.

¹⁶⁵ Records, TSN.

¹⁶⁶ Records, pp. 9-12.

¹⁶⁷ Records, TSN.

¹⁶⁸ Records, pp. 7-17.

¹⁶⁹ Article IV. Section 10. Competitive Bidding – All procurement shall be done through competitive bidding, except as provided for in Article XVI of this Act.

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competitive public bidding.” This is in consonance with the law’s policy and principle of promoting transparency in the procurement process, implementation of procurement contracts, and competitiveness by extending equal opportunity to enable private contracting parties who are eligible and qualified to participate in public bidding.¹⁷⁰ In other words, the essence of public bidding is to give the public an opportunity for fair competition.

The significance of public bidding was elucidated in *Philippine Sports Commission v. Dear John Services, Inc.*,¹⁷¹ thus:

Public bidding, as a method of government procurement, is governed by the principles of transparency, competitiveness, simplicity, and accountability. **By its very nature, a competitive public bidding aims to protect the public interest by giving the public the best possible advantages thru open competition and in order to avoid or preclude suspicion of favoritism and anomalies in the execution of public contracts. [emphasis supplied]**

What happened in this case is the very evil the law sought to avoid. Despite a failed public bid, assuming one was indeed made in the first place, the fact that the contract was eventually awarded to the sister of the barangay captain, who had control over the procurement process as head of the procuring entity, spells nothing but suspicion of favoritism and anomalies in the execution of public contracts.

The IRR of R.A. No. 9184 provides that the Barangay Captain shall be the Head of the Procuring Entity or HoPE. To quote:

Section 5. *Definition of Terms.* For purposes of this IRR, the following terms or words and phrases shall mean or be understood as follows:

x x x

t) Head of the Procuring Entity refers to: (i) the head of the agency or his duly authorized official, for national government agencies; (ii) the governing board or its duly authorized official, for government-owned and/or controlled corporations; or (iii) **the local chief executive, for local government units.** Provided, that in a department, office or agency where the procurement is decentralized, the Head of each decentralized unit shall be considered as the Head of the Procuring Entity subject to the limitations and authority delegated by the head of the department, office or agency.

¹⁷⁰ *De Guzman v. Office of the Ombudsman*, G.R. No. 229256, November 22, 2017.

¹⁷¹ 690 Phil. 287-303 (2012).

Under Section 11.2.3 of the same IRR, the Punong Barangay, being the local chief executive, is the one who designates the Chairperson, Vice-Chairperson, and members of the BAC, viz:

11.2.3 The BAC for Local Government Units shall be composed of the following:

XXX

b) For Barangays:

- i. The BAC shall be composed of at least five (5), but not more than seven (7) regular members of the Sangguniang Barangay, except the Punong Barangay.
- ii. The Punong Barangay, being the Local Chief Executive, shall designate the Chairperson, Vice-Chairperson, and members of the BAC.

Furthermore, the same IRR provides for a restriction against persons within the third civil degree to participate in the procurement process:

Section 47. Disclosure of Relations – All bids shall be accompanied by a sworn affidavit of the bidder that it is not related to the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. Failure to comply with the aforementioned provision shall be a ground for the automatic disqualification of the bid in consonance with Section 30 of this IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the bidder from participating in the procurement of contracts of the procuring entity. (emphasis supplied).

In this case, Caroline Hunnob, the sister of accused Roy Hunnob, should have been automatically disqualified from participating in the procurement process of Barangay Dulao. Despite the clear disqualification against Caroline, not only did accused-appellant Hunnob allow his sister to participate as the sole bidder, but he also even awarded the final bid to her. This was a blatant disregard of the law and legal processes in favor of his sister -- clear badges of manifest partiality and evident bad faith. This anomaly was inevitably sealed with the act of the barangay treasurer, in the person of accused Galeon, to allow the disbursement of barangay funds in favor of a disqualified party.

Based on the evidence, accused Hunnob deliberately ignored the prohibitions against relatives. Bypassing an otherwise failed bidding process, which resulted in the awarding of the contract to his sister, Caroline Hunnob, was a clear and obvious case of bad faith and manifest partiality.

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The finding that accused-appellants' action gave a party unwarranted benefits, advantage, or preference in the discharge of their functions is correct.

As to the third element, that *accused's action caused undue injury to any party including the Government, or gave any party unwarranted benefits, advantage or preference in the discharge of his functions,*" it should be noted that there are two (2) ways by which this may be violated – *first* by causing undue injury to any party, including the government, or *second*, by giving any private party any unwarranted benefit, advantage or preference.¹⁷² Jurisprudence explains that undue injury, in the context of Section 3 (e) of R.A. No. 3019, is akin to the civil law concept of actual damage:

Undue injury in the context of Section 3(e) of R.A. No. 3019 should be equated with the civil law concept of "actual damage." Unlike in actions for torts, undue injury in Sec. 3(e) cannot be presumed even after a wrong or a violation of a right has been established. Its existence must be proven as one of the elements of the crime. In fact, the causing of undue injury, or the giving of any unwarranted benefits, advantage or preference through manifest partiality, evident had faith or gross inexcusable negligence constitutes the very act punished under this section. Thus, it is required that the undue injury be specified, quantified and proven to the point of moral certainty.

Therefore, to satisfy the third element for violation of Section 3 (e) of R.A. No. 3019, the prosecution must establish that the complainant suffered from a specific and quantifiable injury which was caused by the accused.

At this instance, it can be said that no damage was done to any party considering the reimbursement done by Caroline Hunnob. This is already a non-issue because even prosecution witness State Auditor Juanita Bautista admits that the disallowance was already settled and refunded by Caroline Hunnob, the payee in the transaction,¹⁷³ and subsequently posted in the account of Barangay Dulao, Lagawe, Ifugao, as evidenced by the Reimbursement Expense Receipt.¹⁷⁴

Accused-appellants, however, cannot escape the second mode of the commission of the offense; or that there was unwarranted benefit, advantage or preference given any private party. As proven by the evidence available, the accused-appellants had given a relative, Caroline Hunnob, unwarranted

¹⁷² *Gutierrez v. People*, G.R. No. 193728, October 13, 2021.

¹⁷³ Records, TSN, August 10, 2011, p. 7.

¹⁷⁴ Records, Exhibit "L", p. 18.

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benefit, advantage or preference considering the fact that: (i) she was disqualified at the outset to bid, assuming one was indeed held; and (ii) she was awarded the contract to supply the speedboat despite the lack of proper procurement process and public bidding.

Necessarily, contrary to the argument of the accused-appellants, this does not extinguish their criminal liability.

Thus, it is of no bearing that Caroline returned the funds to Barangay Dulao. The criminal liability remains attached to the second mode of the commission. Essentially, all the elements of the crime were still met. At most, it merely extinguished the civil liability of the accused-appellants.

On the other hand, despite the arguments made to the same, it cannot be considered a mitigating circumstance akin to voluntary surrender because it was Caroline Hunnob who returned the money, not the accused Roy Hunnob.

***Roy Hunnob and Salvador Galeon
were co-conspirators.***

Article 8 of the Revised Penal Code provides that a conspiracy exists when two or more persons come to an agreement concerning the commission of a felony and decide to commit it. Conspiracy does not need to be proven by direct evidence and may be inferred from the conduct indicative of a joint purpose.¹⁷⁵ In *Magsuci v. Sandiganbayan*,¹⁷⁶ the Court explained the nature of conspiracy, viz:

There is conspiracy "when two or more persons come to an agreement concerning the commission of a felony and decide to commit it." Conspiracy is not presumed. Like the physical acts constituting the crime itself, the elements of conspiracy must be proven beyond reasonable doubt. While conspiracy need not be established by direct evidence, for it may be inferred from the conduct of the accused before, during and after the commission of the crime, all taken together, however, the evidence therefor must reasonably be strong enough to show a community of criminal design.

In this case, it can be seen that there was implied conspiracy between Roy Hunnob and Salvador Galeon as their acts can be considered in concert in the commission of the crime; their acts coordinated in a way indicative in pursuing a common criminal objective. Hunnob awarded the contract to his sister; Galeon made it possible by releasing the public funds involved.

¹⁷⁵ *People v. Pajaro*, G.R. Nos. 167860-65, June 17, 2008.

¹⁷⁶ G.R. No. 101545, January 3, 1995.

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After a review of the testimonies of all the witnesses who were members of the barangay council, it was only Hunnob and Galeon who admitted that indeed it was their signatures found on the procurement documents. In other words, it was only they who have consented and approved the contents of those documents. Accused-appellant Hunnob could not have disbursed the barangay funds without the signature and approval of the barangay treasurer, who was in this case accused-appellant Galeon, who had the job of writing on every check before it was issued.

Lastly, the claim of Salvador Galeon that he did not know that Roy Hunnob and Caroline Hunnob were siblings is suspicious and very difficult to believe. They both shared the same surname and this obvious fact should have alerted any prudent public official to at least verify any relationship between the parties. Here, accused-appellant Galeon never made any effort to verify any relationship between Roy and Caroline Hunnob, only proving that he had no intention to cease from carrying on with the purchase of the speedboat.

Good faith or ignorance are not defenses in crimes that are Mala Prohibita.

Well-known is the maxim "Ignorance of the law excuses no one from compliance therewith."¹⁷⁷ Hence, the accused-appellants' pleas of good faith and that they are not educationally well-off to know the law hold no merit.

In *Office of the Deputy Ombudsman for Luzon v. Dionisio*¹⁷⁸, the Court explained that ignorance of the law cannot be taken so lightly, viz:

To be sure, respondents cannot hide behind the cloak of ignorance or lack of familiarity with the foregoing laws and policies. It is a basic legal tenet that ignorance of the law excuses no one from compliance therewith.

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Also, respondents tried to justify their disregard of the relevant rules by arguing that their actions inured to the benefit of the school and its students. Verily, the foregoing circumstances indicate that respondents knew of existing laws, rules, and regulations pertaining to the lease of public properties, use of public funds, and procurement of government projects, among others; and despite these, they still went ahead with their transactions.

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¹⁷⁷ Article 3, New Civil Code of the Philippines.

¹⁷⁸ G.R. No. 220700, July 10, 2017.

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However, while respondents' intentions may be noble and may have indeed benefited the school, the Court cannot turn a blind eye on respondents' blatant disregard of existing rules and regulations lest the Court sets a dangerous precedent. After all, laws and regulations are in place to regulate society and to protect the people. As such, they must be followed and complied with. In this case, compliance with the applicable rules and regulations gains even more importance considering that what is involved is the accountability of public officers.

Public office is a public trust. All government officials and employees must be held accountable to the people, serve them with utmost responsibility, integrity, loyalty and efficiency act with patriotism and justice, and lead modest lives.¹⁷⁹ Public officers are held to a much higher standard as against the common layman. To not hold the accused-appellants accountable for ignorance of the law is nonsensical to say the least, considering that they were tasked "to serve the people with utmost responsibility and efficiency."

Furthermore, the argument of the accused-appellants claiming that ignorance does not apply due to a mistake on a doubtful question of law also finds no application in this case. The applicable law is clear: the bidder must not be related to the procurer by consanguinity or affinity up to the third degree, to say the least.¹⁸⁰

Good faith, as the accused-appellants maintained, cannot be accepted as well, even if they averred that they only had the barangay in mind; that if the offer of Caroline Hunnob had not been accepted, considering that no other suppliers joined the bid, the barangay would be forever without a motorboat.

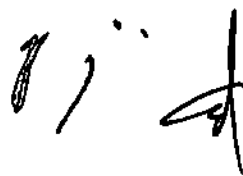
Accused-appellants' self-proclaimed "good faith" has no bearing because the offense charged in this case is *Malum Prohibitum*. In *Chan v. People*¹⁸¹, the Court confirmed the nature of Section 3 of R.A. No. 3019 as *Mala Prohibita*, viz:

In other words, the act treated thereunder [Section 3(g), RA 3019 partakes of the nature of a *malum prohibitum*; it is the commission of that act as defined by the law, not the character or effect thereof, that determines whether or not the provision has been violated. And this construction would be in consonance with the announced purpose for which Republic Act 3019 was enacted, which is the repression of certain acts of Republic officers and private persons constituting graft or corrupt practices or which may lead thereto. Note that the law does not merely contemplate repression of acts that are unlawful or corrupt per se, but even of those that may lead to or result in graft and corruption.

¹⁷⁹ *City Mayor of Zamboanga v. CA*, G.R. No. 80270, February 27, 1990.

¹⁸⁰ Section 47 of the IRR of R.A. No. 9184.

¹⁸¹ G.R. No. 238304, July 27, 2022.



In this case, the violation of Section 3(e) of R.A. No. 3019 is *Malum Prohibitum* and as such, it is a crime committed regardless of the intentions of the perpetrator. Hence, considering their accountability as public officers, and regardless of their intentions, the accused cannot be exempted from the rule of law.

The Penalty

Section 9 of the Anti-Graft and Corruption Act provides:

Penalties for violations. — (a) Any public officer or private person committing any of the unlawful acts or omissions enumerated in Sections 3, 4, 5 and 6 of this Act shall be punished with imprisonment for not less than six years and one month nor more than fifteen years, perpetual disqualification from public office, and confiscation or forfeiture in favor of the Government of any prohibited interest and unexplained wealth manifestly out of proportion to his salary and other lawful income.

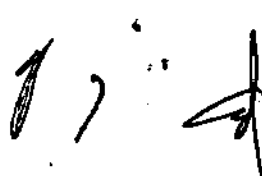
Under the Indeterminate Sentence Law, if the offense is punished by a special law, the court shall sentence the accused to an indeterminate penalty, the maximum term of which shall not exceed the maximum fixed by said law and the minimum term shall not be less than the minimum prescribed by the same.¹⁸²

Here, there being no mitigating or aggravating circumstances attendant, accused-appellants were correctly meted the indeterminate penalty of six (6) years and one (1) month, as minimum, to nine (9) years and eight (8) months, as maximum, being within the range of the prescribed penalty. The perpetual disqualification to hold public office is the accessory penalty.


It suffices that Caroline Hunnob returned the P67,200.00 to the LGU of Barangay Dulao. Accordingly, no civil liability can be adjudged against the accused-appellants.

WHEREFORE, considering the foregoing, the instant appeal is **DISMISSED**. The Decision of the Regional Trial Court finding accused Roy Hunnob and Salvador Galeon **GUILTY** of the crime of Violation of Section 3(e) of Republic Act 3019 is **AFFIRMED** *in toto*.

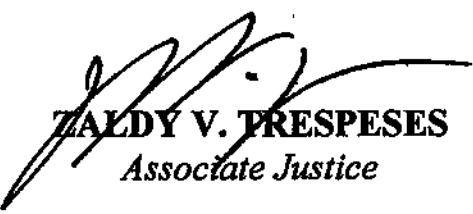
¹⁸² Santos v. Nacaytuna, G.R. 171144, November 24, 2006.

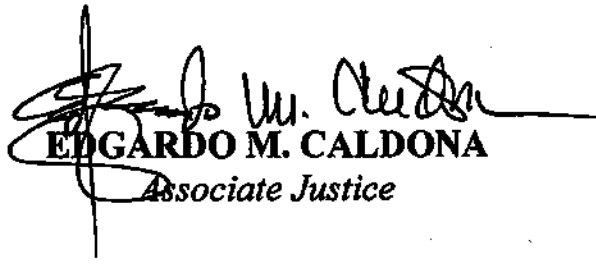


SO ORDERED.


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

WE CONCUR:


ZALDY V. PRESPESSES
Associate Justice


EDGARDO M. CALDONA
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

