



REPUBLIC OF THE PHILIPPINES  
**Sandiganbayan**  
QUEZON CITY

SPECIAL SEVENTH DIVISION

**PEOPLE OF THE PHILIPPINES,**  
Plaintiff,

Crim. Case No. **SB-16-CRM-0594**

-versus-

**NELSON SIGLOS RUIZ,**  
Accused.

x ----- x

**PEOPLE OF THE PHILIPPINES,**  
Plaintiff,

Crim. Case No. **SB-16-CRM-0595**

Present:

-versus-

Gomez-Estoesta, J., *Chairperson*  
Trespeses, J., and  
Jacinto, J.\*

**NELSON SIGLOS RUIZ,**  
Accused.

Promulgated:  
August 28, 2018 *JP*

x ----- x

**DECISION**

**GOMEZ-ESTOESTA, J.:**

In connection with the operation of a cockpit in San Jose, Negros Occidental, two cases have been filed before this Court against its Municipal Mayor, accused Nelson S. Ruiz [“accused Ruiz”] – one for allowing his daughter to accept employment therein, and another for issuing a license allowing such cockpit to operate notwithstanding that he was the lessor of the lot where it was constructed. The two *Informations* read:

*J. J. J.*

\* Per A.O. No. 284-2017 dated August 18, 2017

SB-16-CRM-0594 for Violation of Section 3(d) of R.A. 3019:

That on **April 15, 2009**, or sometime prior or subsequent thereto, in San Jose, Negros Oriental, Philippines, and within the jurisdiction of the Honorable Court, the above-named accused, **NELSON SIGLOS RUIZ**, a public officer being then Municipal Mayor (Salary Grade 27) for the term 2007-2010 of the Municipality of San Jose, Negros Oriental, taking advantage of his public office, committing the crime in relation to his official duties per Municipal Ordinance No. 06-04 approved in November 23, 2006 authorizing the Mayor to issue license to operate a cockpit within the said Municipality of San Jose, did then and there, willfully, unlawfully, criminally allow his daughter Susan R. Logronio to accept employment as Cashier in the cockpit business of one **FELIX RAMIREZ**, who, at that time, had an application for the issuance of a license to operate a cockpit at Barangay Cancawas of the said Municipality of San Jose with the accused, to which accused thereafter issued such license to operate a cockpit to one **FELIX RAMIREZ**.

CONTRARY TO LAW.<sup>1</sup>

SB-16-CRM-0595 for Violation of Section 3(h) of R.A. 3019:

That on **April 16, 2009**, or sometime prior or subsequent thereto, in San Jose, Negros Oriental, Philippines, and within the jurisdiction of the Honorable Court, the above-named accused, **NELSON SIGLOS RUIZ**, a public officer being then Municipal Mayor (Salary Grade 27) for the term 2007-2010 of the Municipality of San Jose, Negros Oriental, taking advantage of his public office, committing the crime in relation to his official duties per Municipal Ordinance No. 06-04 approved on November 23, 2006 authorizing the Mayor to issue license to operate a cockpit within the said Municipality of San Jose, did then and there, willfully, unlawfully, criminally issue a license to operate cockpit at Barangay Cancawas of the said Municipality of San Jose to one **FELIX RAMIREZ**, despite having direct or indirect financial or pecuniary interest in the said cockpit of one **FELIX RAMIREZ** being the lessor for a fee of the lot wherein the said cockpit is situated, which financial or pecuniary interest of respondent in the said cockpit is prohibited by Republic Act No. 7160, Section 89, and Republic Act No. 6713, Section 7, in violation of the Anti-Graft and Corrupt Practices Act.

CONTRARY TO LAW.<sup>2</sup>

A Hold Departure Order was issued against accused Ruiz on September 5, 2016.<sup>3</sup> He filed an *Omnibus Motion to Dismiss, Deferment of Issuance of Arrest and Further Proceedings*,<sup>4</sup> alleging that there was inordinate delay in the conduct of preliminary investigation that lasted 7 years, counted from the filing of the complaint up to the filing of the *Informations*. The Prosecution countered<sup>5</sup> that the Complaint filed initially had to be rectified as it was not under oath, and lacked a verification and certification of non-forum shopping, which accounts for some of the alleged delay. The Office of the Ombudsman

<sup>1</sup> Records, Vol. 1, pp. 1-2

<sup>2</sup> Folder attached to Records, Vol. 1

<sup>3</sup> *Id.*, p. 62

<sup>4</sup> *Id.*, pp. 64-67

<sup>5</sup> Opposition dated September 23, 2016, *Id.*, pp. 75-80

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took a reasonable time to evaluate the complaint; a mere mathematical reckoning would not be sufficient. Accused Ruiz never raised his right to the speedy disposition of the case during preliminary investigation; neither did he suffer any prejudice. In a *Resolution* dated November 2, 2016,<sup>6</sup> this Court denied accused Ruiz's *Motion*, ruling that accused failed to show how the claimed delay was vexatious; in fact, accused failed to allege any particular prejudice brought to him by the delay complained of.

On November 16, 2016, accused Ruiz voluntarily surrendered before this Court and posted cash bail for his provisional liberty.<sup>7</sup> His *Motion for Reconsideration*<sup>8</sup> of this Court's *Resolution* dated November 2, 2016 was denied.<sup>9</sup> When arraigned, accused Ruiz pleaded *not guilty* to the charges.<sup>10</sup>

The parties entered into the following admissions during pre-trial:<sup>11</sup>

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ADMITTED FACTS

- 1) The identity of accused Nelson Siglos Ruiz (Ruiz).
- 2) That at the time material to these cases, or sometime [in] April 2009, accused Ruiz was a public officer, being the Municipal Mayor of San Jose, Negros Oriental.

The issue to be resolved is whether or not accused Nelson Siglos Ruiz violated Sections 3(d) and 3(h) of R.A. 3019, as amended.<sup>12</sup> Trial ensued.

**EVIDENCE FOR THE PROSECUTION**

The Prosecution presented ten (10) witnesses, who, through Judicial Affidavits,<sup>13</sup> testified as follows:

1. **Siegfredo G. Renacia** ["Renacia"] filed the letter-complaint against accused Ruiz with the Office of the Deputy Ombudsman for the Visayas.<sup>14</sup>

In his Letter-Complaint,<sup>15</sup> Renacia alleged that accused Ruiz had issued a business permit in favor of one Felix T. Ramirez to operate a cockpit in Brgy. Cancawas, San Jose, Negros Occidental, which the Sangguniang Bayan

<sup>6</sup> *Id.*, pp. 82-86

<sup>7</sup> *Id.*, pp. 60-67

<sup>8</sup> *Id.*, pp. 71-74

<sup>9</sup> *Resolution* dated January 12, 2017, *Id.*, pp. 80-81

<sup>10</sup> *Id.*, pp. 88-90

<sup>11</sup> *Joint Stipulation of Facts and Issue* dated June 15, 2017, *Id.*, pp. 139-148; *Pre-Trial Order* dated July 14, 2017, *Id.*, pp. 149-156

<sup>12</sup> *Id.*

<sup>13</sup> Except Chrislyned Tan, whose supposed oral direct testimony was dispensed with in view of stipulations made thereon

<sup>14</sup> Exhibit "FF", rectified per directive of the Office of the Ombudsman – Exhibit "EE"; Judicial Affidavit dated July 20, 2017, Records, Vol. 1, pp. 257-284, Q&A Nos. 4-12

<sup>15</sup> Exhibit "EE"

concurrent in. There was, however, no ordinance granting any franchise to Mr. Ramirez for the establishment and operation of a cockpit. Renacia carped about accused Ruiz's issuance of a business permit to operate the cockpit despite co-owning the lot where the cockpit was situated, and that his daughter, Susan R. Logronio, was employed as the cashier of such cockpit. He related that the portion of the lot where the cockpit was built was owned by accused Ruiz's late mother, Genoveva Siglos Ruiz, who was a relative of his late father. To his knowledge, accused Ruiz and his siblings inherited the property from Genoveva Ruiz, which property also housed accused Ruiz's copra dryer where they used to sell their copra, and an old cockpit arena made of light materials.<sup>16</sup>

Attached to his complaint were official receipts issued to the employees of the cockpit who were required to apply for mayor's permit per Municipal Ordinance No. 06-04. These employees included Susan Logronio, the cashier, whom he personally knew as the daughter of accused Ruiz.<sup>17</sup>

On cross examination, he explained that he got a copy of Municipal Ordinance No. 06-04 from Ereno Renacia,<sup>18</sup> a member of the Sangguniang Bayan, who knew that he planned to file several cases against accused Ruiz.<sup>19</sup> He also conceded that the official receipt issued in favor of Susan Logronio did not indicate that she was an employee of the cockpit.<sup>20</sup>

2. **Inesita D. Cano** ["Cano"], Municipal Treasurer of San Jose, Negros Oriental since December 2000, was the custodian of all official receipts, applications for business licenses/permits, and business licenses/permits issued by the municipality.<sup>21</sup>

The parties entered into partial stipulations on Cano's testimony, as follows:

- a. If the witness will be allowed to testify, she will prove that she is the Treasurer of the LGU of San Jose, Negros Oriental;
- b. That the witness submitted certified true copies of Exhibits "A" to "Z" to the Office of the Special Prosecutor;
- c. That the witness is the official custodian of the documents identified in her Judicial Affidavit;
- d. The existence, authenticity and due execution of Exhibits "A" to "Z".

Among the documents that Cano certified was a Business Permit issued to Felix T. Ramirez by accused Ruiz to operate a cockpit.<sup>22</sup>

On cross-examination, Cano explained that the business permit was supported by an application for business permit, clearance for all taxes, and

<sup>16</sup> Judicial Affidavit of Siegfredo Renacia, Q&A No. 23

<sup>17</sup> *Id.*, Q&A Nos. 14, 19-22

<sup>18</sup> As transcribed in the TSN; could be Quirino Renacia, another witness, who was a member of the Sangguniang Bayan

<sup>19</sup> TSN dated August 8, 2017, p. 10

<sup>20</sup> *Id.*, p. 14

<sup>21</sup> Judicial Affidavit dated July 21, 2017, *Records*, Vol. 1, pp. 208-237, Q&A Nos. 2-4

<sup>22</sup> Exhibit "A"

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the payments for the employment permit of all the cockpit's employees. The business permit was issued with prior authority from the Sangguniang Bayan.<sup>23</sup> She knew, through information given to her, that Susan Logronio was an employee of Felix Ramirez, the operator of the cockpit.<sup>24</sup>

3. **Mercedita S. Uy** ["Uy"] worked for the local government of San Jose, Negros Oriental as a job-order employee from 2005 to 2010; a casual employee from 2010 to 2011, and since 2011, held the position of Administrative Aide I. She claimed that she was summarily dismissed by accused Ruiz on September 15, 2016, which dismissal was still on appeal.<sup>25</sup>

She related that she was detailed by accused Ruiz at the DILG Office in 2009, and recalled having accompanied Municipal Local Government Officer Pearl Mary P. Gintuya and other DILG-NIR officials when they implemented a dismissal order against accused Ruiz on June 28, 2016 in relation to the administrative aspect of the case involving the cockpit arena at Brgy. Cancawas.<sup>26</sup>

Uy testified that she lived more or less 150 meters from the cockpit arena named San Jose Octagon Sports Complex. To her knowledge, this was owned by accused Ruiz. She knew this for a fact since in 2009 to 2010, she was connected with the LGU, and her husband was then the barangay chairman.<sup>27</sup> She recalled that in 2009, before the cockpit arena was constructed, accused Ruiz sought her assistance in obtaining a Certificate of No Objection from adjacent dwellers. Some residents signed, and some did not. Ruiz also sought help from her husband, who was then the Barangay Chairman, in passing a barangay ordinance supporting the construction of the cockpit arena. She witnessed accused Ruiz himself supervise the construction of the cockpit arena.<sup>28</sup> However, she had no knowledge of the issue regarding the permit issued by accused Ruiz to San Jose Octagon Sports Complex.<sup>29</sup>

According to Uy, it was publicly known in their barangay that the lot where the cockpit arena stood was owned by accused Ruiz's deceased parents, and was managed by Ruiz, who also owned and managed the adjacent copra dryer. Since her childhood, she also knew Susan R. Logronio, whose sister was her batchmate in elementary school and whose father was accused Ruiz.<sup>30</sup> She was not aware of Logronio's employment in 2009, or at any time, to Felix Ramirez.<sup>31</sup>

<sup>23</sup> TSN dated August 6, 2017, pp. 25-26

<sup>24</sup> *Id.*, pp. 26-27

<sup>25</sup> Judicial Affidavit dated July 20, 2017, *Records*, Vol. 1, pp. 202-205, Q&A No. 2

<sup>26</sup> *Id.*, Q&A Nos. 6-8

<sup>27</sup> TSN dated August 8, 2017, p. 10

<sup>28</sup> Judicial Affidavit of Mercedita Uy, Q&A Nos. 9-15

<sup>29</sup> TSN dated August 8, 2017, p. 11

<sup>30</sup> Judicial Affidavit of Mercedita Uy, Q&A Nos. 16-20

<sup>31</sup> TSN dated August 8, 2017 at 1:30 p.m., pp. 11-12

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4. **Rogelio D. Bacubac** ["Bacubac"] was a Barangay Kagawad of Brgy. Cancawas, San Jose, Negros Oriental.<sup>32</sup>

Bacubac testified that he has been a cockfighting aficionado even before 2009, and has watched and competed in cockfights at the San Jose Octagon Sports Complex in 2009 to 2010. During that time, the cashier was Susan Ruiz Logronio, and he has seen her sit in the cashier booth twice or thrice in that period, where she received money and gave tickets to spectators in the arena. The town knew her to be the daughter of accused Ruiz, as they introduced themselves to be father and daughter.<sup>33</sup> She married Melnick Logronio, the present Mayor, but he was not aware if they lived with accused Ruiz in the same house.<sup>34</sup> Bacubac added that in March or April 2017, when he last entered the San Jose Octagon Sports Complex, he paid for his entrance fee to accused Ruiz, who was then manning the cashier's booth.<sup>35</sup>

According to Bacubac, it was widely known in their town that accused Ruiz had been administratively dismissed as Mayor, and that a criminal case was pending against him involving the San Jose Octagon Sports Complex.<sup>36</sup>

5. **Quirino R. Renacia** ["Quirino"] was a member of the Sangguniang Bayan of San Jose, Negros Oriental from 2001 to 2010, and from 2016 up to the time he testified.<sup>37</sup>

Among his functions under Sec. 447 of the Local Government Code was to grant franchises and enact ordinances authorizing the issuance of permits or licenses. In relation to the license given to Felix T. Ramirez to operate a cockpit at Brgy. Cancawas, San Jose, Negros Oriental, the Sanggunian did not enact an ordinance authorizing the issuance thereof; instead, accused Ruiz had earlier issued the license to operate, which the Sanggunian merely concurred in. The concurrence was embodied in a Resolution, wherein five members voted in the affirmative, three in the negative, including himself, and one abstained.<sup>38</sup>

As recorded in the Minutes of the Regular Session of the Sangguniang Bayan,<sup>39</sup> Quirino opposed the concurrence to the issuance of the license to operate the cockpit, because under Sec. 447(iii) of the Local Government Code, it was necessary for the sanggunian to priorly authorize the issuance of a license, not merely concur after it is issued by the mayor.<sup>40</sup> He believed that Ordinance No. 06-04, the ordinance covering the licensing and regulation of cockpits,<sup>41</sup> should be read in relation to Sec. 447 of the Local Government

<sup>32</sup> Judicial Affidavit dated July 20, 2017, *Records*, Vol. 1, pp. 197-199, Q&A No. 2

<sup>33</sup> *Id.*, Q&A Nos. 7-14

<sup>34</sup> TSN dated August 8, 2017, p. 20

<sup>35</sup> Judicial Affidavit of Rogelio Bacubac, Q&A Nos. 15-17

<sup>36</sup> *Id.*, Q&A No. 6

<sup>37</sup> Judicial Affidavit dated July 18, 2017, *Records*, Vol. 1, pp. 177-196, Q&A No. 2

<sup>38</sup> SB Resolution No. 23-s-2009 dated April 23, 2009, Exhibit "AA"; Judicial Affidavit of Quirino Renacia, Q&A Nos. 3-8

<sup>39</sup> Exhibit "BB"

<sup>40</sup> Judicial Affidavit of Quirino Renacia, Q&A Nos. 10-13

<sup>41</sup> Exhibit "DD"

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Code.<sup>42</sup> Moreover, accused Ruiz was among the heirs-owners of the lot where the cockpit was to be constructed by the licensee, Felix Ramirez, as shown by his Affidavit of Ownership and Authorization dated February 25, 2009.<sup>43</sup> Given these circumstances, accused Ruiz clearly showed pecuniary interest when he issued the license in favor of Felix Ramirez. Accused Ruiz should have at least waived his right to the lot where the cockpit was to be constructed.<sup>44</sup>

6. **Selwyn O. Pialago** ["Pialago"] was also a member of the Sangguniang Bayan from 1988 to 2001, 2007 to 2010, and 2016 up to the time he testified.<sup>45</sup>

Pialago corroborated Quirino's testimony that the Sanggunian did not pass an ordinance authorizing the issuance of a business permit in favor of Felix Ramirez to operate a cockpit, but only passed a resolution concurring in the issuance of the license by accused Ruiz; as well as how the members voted thereon.<sup>46</sup> He was among the three members who did not assent to the concurrence for two reasons: first, not all lot-owners adjacent to Lot 1245, except for Giovanni Sienes, Elesio Baccay, Carmelo Baccay, and Gonzalo Cabaron, executed an affidavit of non-objection to the construction of the cockpit arena, as required by the Local Zoning Board of Adjustment and Appeal. Second, PD No. 1802<sup>47</sup> prohibits the construction of a cockpit arena within 400 meters diameter from residential areas and charitable, religious and educational institutions. Within that area of the cockpit site, however, there were four residential houses and one religious institution.<sup>48</sup>

Answering questions from the Court, Pialago explained that there was no indication of his opposition to Resolution No. 23 s. 2009 because he belonged to the minority, and what was controlling in the passage of a resolution was the majority vote.<sup>49</sup>

7. **Betsie P. Aguilar** ["Aguilar"] was the Secretary to the Sangguniang Bayan from 1988 up to the time she testified. It was part of her duties as such to act as custodian of all the documents and records of the sanggunian.<sup>50</sup>

Aguilar certified that the following documents were true copies from the original:

<sup>42</sup> TSN dated August 9, 2017, p. 10

<sup>43</sup> Exhibit "JJ"

<sup>44</sup> Judicial Affidavit of Quirino Renacla, Q&A Nos. 14-17

<sup>45</sup> Judicial Affidavit dated July 19, 2017, *Records*, Vol. 1, pp. 238-256, Q&A No. 2

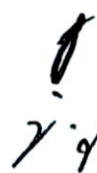
<sup>46</sup> *Id.*, Q&A Nos. 4-9; Exhibit "AA"

<sup>47</sup> Creating the Philippine Gamefowl Commission; however, such law does not provide for this restriction

<sup>48</sup> *Id.*, Q&A Nos. 10-14; Minutes of the Regular Session of the Sangguniang Bayan, Exhibit "BB"

<sup>49</sup> TSN dated August 9, 2017, pp. 18-22

<sup>50</sup> Judicial Affidavit dated July 19, 2017, *Records*, Vol. 1, pp. 294-316; also admitted by the defense – TSN dated August 8, 2017, p. 24



Exhibits	Documents
"AA"	Resolution No. 23-s-2009 dated April 23, 2009
"BB"	Minutes of Regular Session of the Sangguniang Bayan, Municipality of San Jose, Negros Oriental on April 23, 2009
"CC"	Minutes of the Regular Session of the Sangguniang Bayan of the Municipality of San Jose, Negros Oriental dated November 9, 2006
"DD"	Resolution No. 06-04 entitled "Ordinance Authorizing and Licensing the Establishment, Operation and Maintenance of Cockpits and Regulating Cockfighting within the Municipality of San Jose, Negros Oriental"

8. **Atty. Chrislyned G. Tan ["Tan"]**, whose testimony was the subject of the following stipulations:

- a. That the Witness is the incumbent Register of Deeds, Dumaguete City, Province of Negros Oriental;
- b. That she is the custodian of TCT No. 15146 marked as Exhibit "NN";
- c. That she is the custodian of Original Certificate of Title No. 12580 marked as Exhibit "NN-1";
- d. That she is the custodian of the original Deed of Absolute Sale marked as Exhibit "NN-2";
- e. That she has brought to the Court for comparison the original copies of the three documents with photocopies, which were ADMITTED as faithful reproductions thereof by Atty. Eusebio Avila.<sup>51</sup>

On cross-examination, Tan stated that there was no way to tell if a title was in the name of a certain person, or in this case, if the lot where the cockpit was built was registered in the name of accused Nelson Ruiz. This was because there was no search system on the basis of the name of the registered owner of the property.<sup>52</sup>

9. **Atty. Erwin Vergara ["Vergara"]**, whose testimony was dispensed with in view of the following stipulations:

- a. That at the time material to this case, witness Atty. Erwin Vergara was a Notary Public of Dumaguete City, municipalities of Sibulan, Bacong, Valencia, Zamboanguita, Dauin and Siaton;
- b. That at the time material to this case, Atty. Erwin Vergara notarized Exhibit "HH" (original notarized copy of Contract of Lease), Exhibits "II" and "II-A" (original copy of the Affidavit of Felix Ramirez) and Exhibit "JJ" (certified true copy from the Notary Public of an Affidavit of Ownership and Authorization of Nelson Ruiz) – STIPULATED as to its due execution, existence and authenticity.<sup>53</sup>

<sup>51</sup> Order dated August 9, 2017, *Records*, Vol. 1, pp. 330-331

<sup>52</sup> TSN dated August 9, 2017 at 1:30 p.m., pp. 10-11

<sup>53</sup> Order dated August 9, 2017, *Records*, Vol. 1, pp. 330-331



10. **Sir Ryan Anthony D. Amad** ["Amad"] was the Statistical Analyst designated as Prosecutor/Investigator, Legal Service of the Philippine Statistics Authority (PSA).<sup>54</sup> Under Special Office Order No. 2017-01NS-23, he was assigned, among others, to represent the PSA in court hearings in compliance with subpoenas.<sup>55</sup>

The parties stipulated that he was being presented to prove that the PSA submitted to the Office of the Special Prosecutor, PSA-certified copies of the certificate of live birth of Susan Badon Ruiz (Exhibit "OO") and marriage certificate of Susan Badon Ruiz and Mel Nick S. Logronio (Exhibit "OO-1"), and to identify these documents, in compliance with a subpoena.<sup>56</sup>

The Prosecution then proceeded to offer its exhibits,<sup>57</sup> as follows:

Exhibit	Document
"A"	Business Permit to Operate Cockpit dated April 15, 2009
"B"	Business Permit to Operate Cockpit dated January 28, 2011
"C"	Certification of payment of municipal taxes by Felix T. Ramirez for cockpit, dated January 18, 2011
"D"	Official Receipt No. 3733491 dated April 15, 2009
"E"	Official Receipt No. 3780600 dated April 15, 2009
"F"	Official Receipt No. 3780598 dated April 15, 2009
"G"	Official Receipt No. 3780701 dated April 15, 2009
"H"	Official Receipt No. 3780599 dated April 15, 2009
"I"	Official Receipt No. 3780597 dated April 15, 2009
"J"	Official Receipt No. 3780703 dated April 15, 2009
"K"	Official Receipt No. 3780702 dated April 15, 2009
"L"	Official Receipt No. 3733285 dated April 15, 2009
"M"	Official Receipt No. 3780591 dated April 15, 2009
"N"	Official Receipt No. 3780593 dated April 15, 2009
"O"	Official Receipt No. 3780609 dated April 15, 2009
"P"	Logbook on accountable forms covering the period March 2009
"Q"	Logbook on accountable forms covering the period April 2009
"R"	Report of accountability for accountable forms – April 1 to 30, 2009
"S"	Report of accountability for accountable forms – April 1 to 30, 2009
"T"	Affidavit of Hermigil R. Amiscaray dated March 20, 2015
"U"	Affidavit of Carmelo Emmanuele M. Remollo dated March 20, 2015

<sup>54</sup> Stipulated – Order dated September 19, 2017, *Id.*, p. 370

<sup>55</sup> Judicial Affidavit dated August 24, 2017, *Id.*, pp. 345-348, Q&A No. 4

<sup>56</sup> Order dated September 19, 2017, *Records*, Vol. 1, p. 370

<sup>57</sup> Formal Offer of Evidence dated October 2, 2017, *Id.*, pp. 375-467

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"V"	COA Ocular Inspection Report dated April 10, 2015 by Geronimo Q. Gayo
"W"	Municipal License Card of Felix T. Ramirez, Kind of Business – cockpit
"X"	Municipal License Card of Felix T. Ramirez and several individuals for January 20, 2011
"Y"	Logbook page from January 21, 2010 from the Logbook on Accountable Forms of the LGU
"Z"	Copy from files of Report of Accountability for accountable forms for the period February 1-28, 2010
"AA"	Resolution No. 23, s. 2009 dated April 23, 2009
"BB"	Minutes of Regular Session of the Sangguniang Bayan, Municipality of San Jose, Negros Oriental on April 23, 2009
"CC"	Minutes of the Regular Session of the Sangguniang Bayan of the Municipality of San Jose, Negros Oriental dated November 9, 2006
"DD"	Resolution No. 06-04 entitled "Ordinance Authorizing and Licensing the Establishment, Operation and Maintenance of Cockpits and Regulating Cockfighting within the Municipality of San Jose, Negros Oriental"
"EE"	Letter-complaint of Siegfredo Renancia dated March 23, 2010
"FF"	Letter-complaint of Siegfredo Renancia dated October 29, 2009
"GG"	Extra-Judicial Partition dated June 22, 2003 among Engracia Ruiz Cavan, Concorio S. Ruiz, Nelson S. Ruiz, Elaine P. Ruiz Rome, Edith P. Ruiz Pasal, Felicisimo P. Ruiz, Jr. and Lilibeth P. Ruiz Silvala
"HH"	Contract of Lease between Nelson S. Ruiz and Felix T. Ramirez dated January 20, 2010
"II"	Affidavit of Felix Ramirez dated May 4, 2010
"JJ"	Affidavit of Ownership and Authorization of Nelson S. Ruiz dated February 25, 2009
"LL"	Service Record of Nelson S. Ruiz
"MM"	Felix Ramirez's Application for license to operate cockpit
"NN"	Transfer Certificate of Title No. T-15146
"NN-1"	Original Certificate of Title No. 12580
"NN-2"	Deed of Absolute Sale dated August 11, 1968
"OO"	Birth Certificate of Susan Ruiz
"OO-1"	Marriage Certificate of Susan Ruiz Logronio

This Court admitted all the exhibits offered by the Prosecution, except Exhibit "MM" which was not attached to the Formal Offer.<sup>58</sup>

<sup>58</sup> Resolution dated October 27, 2017, *id.*, pp. 474-476. After the resolution on the Formal Offer of Evidence, the Prosecution manifested, during the hearing on November 8, 2017, that it did not intend to offer Exhibit "MM", which manifestation was noted.



### EVIDENCE FOR THE ACCUSED

In his defense, only accused Ruiz testified.

In his Judicial Affidavit,<sup>59</sup> accused **Nelson S. Ruiz** stated that since 1989, he had been elected consecutively as Municipal Mayor and Vice Mayor. He was Municipal Mayor in 2009, when Siegfredo Renacia filed a complaint against him before the Office of the Ombudsman. Several politically-motivated cases were also filed against him, and all were dismissed, except for the instant case.<sup>60</sup>

Accused Ruiz insisted that there was no basis to indict him for violation of Sections 3(d) and 3(h) of R.A. 3019. His daughter was never employed by Mr. Felix Ramirez, although he did not have complete knowledge of his daughter's employment yet when he filed his counter-affidavit before the Ombudsman. The official receipt presented by the Prosecution was not proof of her employment; his daughter's name could have just been used by Ramirez without her knowledge or consent.<sup>61</sup>

Accused Ruiz also denied having any pecuniary interest in the cockpit when Felix Ramirez was the one who clearly and exclusively owned it. He has not leased the property yet to Ramirez when he issued the Mayor's Permit, which, incidentally, earned the concurrence of the Sangguniang Bayan. Moreover, he found all the requirements under Ordinance No. 06-04 to have been complied with, otherwise, he would not have issued the permit.<sup>62</sup>

Finally, he suggested that prosecution witnesses Merceditas Uy and Rogelio Bacubac had no personal knowledge of these cases and no credibility. Uy was the wife of the incumbent Vice-Mayor, and had recently been terminated by accused Ruiz. Thus, she had an axe to grind against him. Bacubac was Uy's political ally.<sup>63</sup>

The Prosecution dispensed with the cross-examination of accused Ruiz, and instead proposed to stipulate on the existence, due execution, and authenticity of accused Ruiz's Counter-Affidavit dated May 4, 2010. The defense stipulated.<sup>64</sup>

The Prosecution offered accused Ruiz's Counter-Affidavit as its rebuttal evidence (Exhibit "A-Rebuttal"). The same was admitted per *Order* dated May 14, 2018.<sup>65</sup>

<sup>59</sup> Records, Vol. 2, pp. 14-18

<sup>60</sup> Judicial Affidavit of Nelson Ruiz, Q&A Nos. 2-5

<sup>61</sup> *Id.*, Q&A Nos. 6-8

<sup>62</sup> *Id.*, Q&A Nos. 9-12

<sup>63</sup> *Id.*, Q&A No. 13

<sup>64</sup> Order dated March 14, 2018, Records, Vol. 2, pp. 21-22

<sup>65</sup> *Ibid.*

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Accused Ruiz did not offer any documentary evidence. With the filing of the parties' respective *Memoranda*,<sup>66</sup> these cases were submitted for decision.

### THE COURT'S RULING

Accused Ruiz faces two charges, both violations of R.A. 3019, which requires that the accused be a public officer. At the outset, it has been admitted that accused Ruiz was a public officer, being the municipal mayor of San Jose, Negros Oriental, during the material dates.<sup>67</sup>

#### ***SB-16-CRM-0594 for Violation of Section 3(d) of R.A. 3019***

Alleging that accused Ruiz's "allowed" his daughter, Susan Ruiz Logronio, to accept employment as cashier in a cockpit whose business permit he granted as municipal mayor, the Prosecution charged accused Ruiz with violation of Sec. 3(d) of R.A. 3019, which provides:

*SECTION 3. Corrupt practices of public officers.* — In addition to acts or omissions of public officers already penalized by existing law, the following shall constitute corrupt practices of any public officer and are hereby declared to be unlawful:

X X X

(d) ~~Accepting or having any member of his family accept employment in a private enterprise which has pending official business with him during the pendency thereof or within one year after its termination.~~

Under R.A. 3019, *family relation* "shall include the spouse or relatives by consanguinity or affinity in the third civil degree."<sup>68</sup> The Prosecution was able to prove, and accused Ruiz did not dispute, that Susan Ruiz Logronio ["Logronio"] is his daughter.<sup>69</sup> Logronio is thus accused Ruiz's relative in the first degree of consanguinity,<sup>70</sup> and is covered by the proscription.

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<sup>66</sup> *Accused's Memorandum* dated May 12, 2018, *Id.*, pp. 40-58; *Memorandum for the Prosecution*, *Id.*, pp. 59-75

<sup>67</sup> Pre-Trial Order dated July 14, 2017, *Records*, Vol. 1, p. 149; Joint Stipulation of Facts and Issue, *Id.*, p. 139

<sup>68</sup> Section 4(a), R.A. 3019

<sup>69</sup> Certificate of Live Birth, Exhibit "OO", Certificate of Marriage, Exhibit "OO-1"

<sup>70</sup> Art. 963, Civil Code, *cf. Civil Service Commission v. Cortes*, G.R. No. 200103, April 23, 2014



In support of this charge, the Prosecution presented an official receipt dated April 15, 2009 showing that a certain Susan Logronio, cashier, paid ₱100,<sup>71</sup> as required under Municipal Ordinance No. 06-04,<sup>72</sup> which provides:

Section 8. **COCKFIGHTING OFFICIALS AND PERSONNEL:**

The following cockfighting officials and personnel are required to secure a Mayor's Permit or license before they can officiate as such in any cockfights (*sic*):

- a. Cockpit Operator
- b. Bet Manager (Largador)
- c. Pit Manager
- d. Referee (Sentenciador)
- e. Bet taker (Masiador/Kristo)
- f. Gaffer (mananari)
- g. **Cashier**
- h. Derby Matchmaker/Promoter (emphasis supplied)

Prosecution witness Rogelio Bacubac likewise testified that Susan Logronio was the cashier of the cockpit in 2009 to 2010, having seen her manning the cashier booth twice or thrice in that span of time.<sup>73</sup>

While the Prosecution was able to show that a cashier named Susan Logronio paid the requisite fees to be permitted to perform her duties as such, and that Susan Logronio, known to be the daughter of accused Ruiz, was seen manning the cashier booth of the subject cockpit, this leads, at most, to an inference that accused Ruiz' daughter, Susan Logronio, was performing the functions of a cashier, but does not prove that she accepted *employment* as such.

Among the competent and relevant evidence deemed admissible by the Supreme Court to prove employee status are identification cards, cash vouchers, social security registration, appointment letters or employment contracts, payrolls, organization charts, and personnel lists.<sup>74</sup> None of these were presented by the Prosecution. From another perspective, if it were Susan Logronio who was burdened to prove that she was an employee of the cockpit, she would be unable to do so using only the official receipt and witnesses' bare testimonies.

In any event, even if this Court were to deduce from such limited evidence that Logronio was indeed employed by the cockpit to which accused Ruiz granted a business permit, her mere employment as such does not *ipso facto* render accused Ruiz culpable for violation of Sec. 3(d) of R.A. 3019.

Sec. 3(d) of R.A. 3019 prohibits a public officer from (a) **accepting or having any member of his family accept employment** in a private enterprise

<sup>71</sup> Exhibit "E"

<sup>72</sup> Exhibit "DD"

<sup>73</sup> Judicial Affidavit of Rogelio Bacubac, *Records*, Vol. 1, Q&A Nos. 10-12

<sup>74</sup> *Tenazas, et al. v. R. Villegas Taxi Transport, et al.*, G.R. No. 192998, April 2, 2014

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(b) which has **pending official business** with him (c) **during the pendency** thereof or within one year after its termination. Thus, to render accused Ruiz liable for this offense, the Prosecution had to establish that he **had his daughter, Susan Logronio, accept employment** in the cockpit, **while it had pending official business with accused Ruiz**, or within a year after its termination.

The scant evidence presented by the Prosecution does not show when Logronio's services were engaged by the subject cockpit. Thus, **there is no basis to determine whether such engagement coincided with the pendency of the cockpit's application for business permit.** The evidence merely showed that as of April 15, 2009, or the issuance of the business permit in favor of the cockpit, it had a cashier named Susan Logronio.

More importantly, there is no evidence linking Logronio's engagement with the cockpit to accused Ruiz. Logronio could have accepted employment in the subject cockpit, but this Court cannot take such acceptance out of her own volition. To be liable for violation of Sec. 3(d) of R.A. 3019, the accused must himself accept or **have a member of his family accept** such employment. Clearly, what is required is for Logronio's acceptance of employment to be at accused Ruiz's **behest**, not merely with his consent, as charged in the *Information*.

R.A. 6713 or the Code of Conduct and Ethical Standards for Public Officials and Employees provides for a similar prohibition on public officers from "recommend[ing] any person to any position in a private enterprise which has a regular or pending official transaction with their office".<sup>75</sup> The prohibition in both laws evidently contemplates a public officer's participation in the selection of the employees of a private enterprise with which it has pending transactions.

Accused Ruiz denied that his daughter was ever employed by Felix Ramirez as cockpit cashier.<sup>76</sup> Absent any evidence, this Court cannot even presume that Logronio, obviously emancipated, consulted accused Ruiz or sought his permission before deciding to work for the subject cockpit. Even assuming that accused Ruiz knew of his daughter's decision to work for the cockpit and did not dissuade her, this is **not tantamount to having her accept** employment, as proscribed by Sec. 3(d) of R.A. 3019.

It was incumbent on the Prosecution to establish that accused Ruiz had **a hand in securing Logronio's job as cashier in the subject cockpit** while the application for business permit was pending with his office, or within a year after the issuance of said permit. However, the Prosecution's evidence is conspicuously lacking in this respect, leaving it to conjecture, which this Court cannot engage in.<sup>77</sup>

<sup>75</sup> Sec. 7(b)(3), R.A. 6713

<sup>76</sup> Judicial Affidavit of Nelson Ruiz, *Records*, Vol. 2, Q&A No. 7

<sup>77</sup> Cf. *People v. Canlas, et al.*, G.R. No. 141633, December 14, 2001

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Plainly, the Prosecution failed to prove that accused Ruiz had anything to do with Logronio's engagement with the subject cockpit to render him liable for the offense charged.

***SB-16-CRM-0595 for Violation of Section 3(h) of R.A. 3019***

As municipal mayor of San Jose, Negros Oriental, accused Ruiz issued a business permit to a cockpit owned by Felix Ramirez. Incidentally, said cockpit sat on leased land owned by accused Ruiz himself.

For this, accused Ruiz stands charged with violation of Sec. 3(h) of R.A. 3019, which provides:

SECTION 3. Corrupt practices of public officers. — In addition to acts or omissions of public officers already penalized by existing law, the following shall constitute corrupt practices of any public officer and are hereby declared to be unlawful:

x x x

(h) Directly or indirectly having financing or pecuniary interest in any business, contract or transaction in connection with which he intervenes or takes part in his official capacity, or in which he is prohibited by the Constitution or by any law from having any interest.

The essential elements set out in the afore-quoted legislative definition of the crime of violation of Section 3(h) of the Anti-Graft Law are as follows:

1. The accused is a public officer;
2. He has a direct or indirect financial or pecuniary interest in any business, contract, or transaction;
3. He either
  - a. intervenes or takes part in his official capacity in connection with such interest; or
  - b. is prohibited from having such interest by the Constitution or by any law.

There are, therefore, two modes by which a public officer who has a ~~direct or indirect financial or pecuniary interest in any business, contract, or~~ transaction may violate Section 3(h) of the Anti-Graft Law. The first mode is if in connection with his pecuniary interest in any business, contract or transaction, the public officer intervenes or takes part in his official capacity. The second mode is when he is prohibited from having such interest by the Constitution or any law.<sup>78</sup>

<sup>78</sup> *Teves v. Sandiganbayan*, G.R. No. 154182, December 17, 2004

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A perusal of the *Information* reveals that the acts for which accused Ruiz has been charged fall under both modes, *i.e.*, having financial or pecuniary interest in a cockpit (a) which is prohibited under R.A. 7160, Section 89 and R.A. 6713, Section 7; (b) for which he as mayor issued a license to operate, despite having such interest.

As applied to Sec. 3(e) of R.A. 3019, the Supreme Court clarified that the use of the disjunctive term "or" connotes that either act qualifies as a violation of said provision, as two (2) different modes of committing the offense. This does not, however, indicate that each mode constitutes a distinct offense, but rather, that an accused may be charged **under either mode or under both.**<sup>79</sup>

*Accused Ruiz had an indirect financial / pecuniary interest in the subject cockpit.*

While there is testimony that points to accused Ruiz as the actual owner of the cockpit,<sup>80</sup> this is entirely unsubstantiated. What is undisputed, though, is that accused Ruiz leased his property to Felix T. Ramirez for the construction and operation of the same cockpit that he granted a license to.

Lot 1246, which is covered by TCT No. T-15146,<sup>81</sup> was registered in the name of Felicisimo Ruiz, married to Genoveva Siglos. This was subsequently the subject of an Extrajudicial Partition whereby the eastern half of the property was adjudicated to accused Ruiz.<sup>82</sup> Accused Ruiz's portion was the subject of a Contract of Lease with Felix T. Ramirez dated January 20, 2010,<sup>83</sup> which read:

= CONTRACT OF LEASE =

KNOW ALL MEN BY THESE PRESENTS:

**That for and in consideration of a MONTHLY RENTAL of TEN THOUSAND (P10,000.00) PESOS ONLY, Philippine Currency, to be PAID EVERY END OF THE MONTH beginning with the month of JANUARY, 2010 and every succeeding month thereafter, I, NELSON S. RUIZ, married to Percy Estrellado, of legal age, Filipino, resident of San Jose, Negros Oriental, Philippines and hereafter called LESSOR, do hereby these presents LET AND LEASE unto the LESSEE = FELIX T. RAMIREZ =, married to Salud Omaguing, of legal age, Filipino, resident of Jilocon, San Jose, Negros Oriental, Philippines, my ONE HALF (1/2) EASTERN SIDE of Lot No. 1246, covered by Transfer Certificate of Title No. T-15146; containing an area of THREE THOUSAND THREE HUNDRED FIFTY NINE (3,359) SQUARE METERS, more or less for the purpose of**

<sup>79</sup> *Alvarez v. People*, G.R. No. 192591, June 29, 2011, citing *Bautista v. Sandiganbayan*, G.R. No. 136082,\*

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<sup>80</sup> Judicial Affidavit of Mercedita Uy, *Records*, Vol. 1, p. 204, Q&A No. 10

<sup>81</sup> Exhibit "NN"

<sup>82</sup> Exhibit "GG"

<sup>83</sup> Exhibit "HH"



**constructing the SAN JOSE SPORTS COMPLEX (COCKPIT) thereat and using the same for cockfighting purposes** subject to the following term[s] and conditions, to wit:

1. That the TERM of this LEASE CONTRACT is TWO (2) YEARS STARTING IN THE MONTH OF JANUARY, 2010 and ENDING in the month of DECEMBER, 2011 and subject to RENEWAL to another TERM upon AGREEMENT OF BOTH PARTIES;
2. That LAND TAXES, LICEN[S]ES AND FEES due to the MUNICIPAL GOVERNMENT OF THE MUNICIPALITY OF SAN JOSE, ELECTRIC AND WATER BILLS of the COCKPIT shall be PAID by the LESSEE;
3. **That the LEASED AREA shall be used solely for the COCKPIT for COCKFIGHTING purposes** and all ORDINANCES of the MUNICIPAL GOVERNMENT OF SAN JOSE shall be strictly observed and followed;
4. That NO ILLEGAL GAMBLING of any kind whatsoever shall be allowed in the Leased premises;
5. That any VIOLATION of the CONDITIONS stipulated in this LEASE CONTRACT shall be a ground to REVOKE this CONTRACT OF LEASE subject however to a NOTICE OF REVOCATION IN WRITING WITHIN THIRTY (30) (*sic*) from the VIOLATION thereof;
6. That should this CONTRACT OF LEASE be TERMINATED AND/OR REVOKED at the FAULT OF THE LESSEE, all improvements existing in the premises shall be FORFEITED in favor of the LESSOR WITHOUT any reimbursement whatsoever. (emphases supplied)

R.A. 7160 or the Local Government Code provides:

**SECTION 89. Prohibited Business and Pecuniary Interest.** — (a)  
It shall be unlawful for any local government official or employee, directly or indirectly, to:

X X X

(2) Hold such interests in any cockpit or other games licensed by a local government unit;

X X X

Thus, regardless of accused Ruiz's participation in granting a license to the subject cockpit, his **mere business or pecuniary interest** in said cockpit, direct or indirect, would render him liable for violation of this provision.

Accused Ruiz leased his property to Felix Ramirez "for the purpose of constructing the SAN JOSE SPORTS COMPLEX (COCKPIT) thereat" and to be "used solely for the COCKPIT for COCKFIGHTING purposes" for a consideration of Ten Thousand Pesos (P10,000.00) per month.

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Indubitably, not only was accused Ruiz's property indispensable for the cockpit to come into being, but accused Ruiz also stood to financially gain from its operation. In an *Affidavit of Ownership and Authorization* dated February 25, 2009,<sup>84</sup> he authorized Felix T. Ramirez to construct said cockpit on his deceased parents' property, showing his involvement in the cockpit even from its inception. Further, Prosecution witness Mercedita Uy testified having witnessed accused Ruiz himself supervise the construction of the cockpit, and even owned it himself.<sup>85</sup>

While it was not proven that accused Ruiz actually owned the cockpit, which would have given him direct pecuniary interest therein, his indirect pecuniary interest is manifest in his vital contribution to the establishment of the cockpit and his stake in its operation. Put simply, he provided the cockpit a land to stand and operate on for a fee.

Proof of accused Ruiz's indirect pecuniary interest in the cockpit owned by Felix Ramirez, which is prohibited under Sec. 89 of the Local Government Code, is enough to convict him of Violation of Sec. 3(h) of R.A. 3019 under the second mode.

Aside from Sec. 89 of the Local Government Code, the *Information* likewise alleges the violation of Sec. 7 of R.A. 6713, which prohibits public officials and employees from directly or indirectly having any financial or material interest in any transaction requiring the approval of their office. This will be discussed in conjunction with the violation of Sec. 3(h) of R.A. 3019 under the first mode, which was likewise alleged in the *Information*.

*Accused Ruiz intervened in connection with his interest in the subject cockpit by granting it a ~~Business Permit~~ / Permit to Operate without an Ordinance having been enacted by the Sangguniang Bayan.*

Ordinance No. 06-04 or *An Ordinance Authorizing and Licensing the Establishment, Operation and Maintenance of Cockpits and Regulating Cockfighting within the Municipality of San Jose, Oriental Negros*<sup>86</sup> provides:

Section 5. **LICENSING OF COCKPITS:** The Municipal Mayor shall issue the license to operate a Cockpit in the Municipality subject to the concurrence of majority of the members of the Sangguniang Bayan.  
(boldface supplied)

<sup>84</sup> Exhibit "JJ"

<sup>85</sup> Judicial Affidavit of Mercedita Uy, *Records*, Vol. 1, p. 204, Q&A No. 15, 10

<sup>86</sup> Exhibit "DD"

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Pursuant thereto, accused Ruiz, as Municipal Mayor, issued a Business Permit to Felix T. Ramirez to operate a cockpit in Barangay Cancawas, San Jose, Negros Oriental on April 15, 2009.<sup>87</sup> Later, on April 23, 2009, the Sangguniang Bayan issued a *Resolution Concurring (sic) the Mayor's Issuance of Business Permit to Mr. Felix T. Ramirez to Operate a Cockpit at Barangay Cancawas[,] this Municipality.*<sup>88</sup>

On the issuance of licenses / permits to cockpits, the Local Government Code provides:

### ARTICLE III

#### The Sangguniang Bayan

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**SECTION 447. Powers, Duties, Functions and Compensation.** — (a) The sangguniang bayan, as the legislative body of the municipality, shall enact ordinances, approve resolutions and appropriate funds for the general welfare of the municipality and its inhabitants pursuant to Section 16 of this Code and in the proper exercise of the corporate powers of the municipality as provided for under Section 22 of this Code, and shall:

X X X

(3) Subject to the provisions of Book II of this Code, grant franchises, **enact ordinances authorizing the issuance of permits or licenses**, or enact ordinances levying taxes, fees and charges upon such conditions and for such purposes intended to promote the general welfare of the inhabitants of the municipality, and pursuant to this legislative authority shall:

X X X

(v) **Any law to the contrary notwithstanding, authorize and license the establishment, operation, and maintenance of cockpits, and regulate cockfighting and commercial breeding of gamecocks:** Provided, That existing rights should not be prejudiced;

Under the Local Government Code, it is the **Sangguniang Bayan** that has the power to **enact an ordinance** authorizing the issuance of a **license** to establish and operate a cockpit, **any law to the contrary notwithstanding.** Ordinances enacted by the Sangguniang Bayan are subject to the approval of the municipal mayor.<sup>89</sup> If it is to be construed in harmony with this provision of the Local Government Code, Section 5 or Ordinance No. 06-04 may ultimately grant the Municipal Mayor authority to issue a license to operate a cockpit, **but only when he approves the ordinance enacted by the Sangguniang Bayan authorizing the issuance of said license to operate.** A business permit issued by the mayor without action from the Sangguniang Bayan is not a license to operate a cockpit. Under Section 447(a)(3)(v) of the LGC, it is the Sangguniang Bayan which is empowered to authorize and

<sup>87</sup> Exhibit "A"

<sup>88</sup> Exhibit "AA"

<sup>89</sup> Sec. 54, Local Government Code

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license the establishment, operation and maintenance of cockpits, and regulate cockfighting and commercial breeding of gamecocks.<sup>90</sup>

In this case, accused Ruiz issued the Business License / License to Operate on April 15, 2009, without the requisite ordinance granting such license to Felix Ramirez having been enacted by the Sangguniang Bayan. Instead, the license was merely ratified by the Sangguniang Bayan on April 23, 2009.

Worse, the subsequent action by the Sangguniang Bayan appeared to be unnecessary as far as the cockpit and the municipality were concerned. After accused Ruiz issued the Business Permit on April 15, 2009, the cockpit forthwith proceeded to prepare for the commencement of its operations by paying the requisite fees for its officials and personnel to be allowed to officiate therein, which the municipality accepted.<sup>91</sup> Apparently, the Business Permit issued by accused Ruiz was the only permit the municipality required to allow the subject cockpit to commence its operations.

The inescapable conclusion is that accused Ruiz, as Municipal Mayor, single-handedly and without authority, issued the license to operate the cockpit owned by Felix Ramirez, which, as earlier discussed, he had indirect pecuniary interest in.

In *Trieste v. Sandiganbayan*,<sup>92</sup> the Supreme Court held:

What is contemplated in Section 3(h) of the Anti-Graft Law is the **actual intervention** in the transaction in which one has **financial or pecuniary interest** in order that liability may attach. For the law aims to prevent **dominant use of influence, authority and power**. (emphases supplied)

The Prosecution evidence shows that as early as February 2009, accused Ruiz had already authorized the use of his property for the construction of the cockpit owned by Felix Ramirez. On February 25, 2009, he executed an *Affidavit of Ownership and Authorization*,<sup>93</sup> where he stated:

#### AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION

I, NELSON S. RUIZ, married, of legal age, Filipino, resident of San Jose, Negros Oriental, Philippines, on being duly sworn to on oath, in accordance with law, do hereby depose and say:

That by virtue of the fact that I am ONE of the HEIRS-OWNERS of a parcel of land identified as LOT No. 1245, covered by Original Certificate of Title No. 12560 in the names of the spouses: FELICISIMO RUIZ AND GENIVEVA (*sic*) SIGLOS, now deceased because I am one of

<sup>90</sup> *Du v. Jayoma, et al.*, G.R. No. 175042, April 23, 2012

<sup>91</sup> Exhibits "E" to "K"; Sec. 8, Ordinance No. 06-04

<sup>92</sup> G.R. Nos. 70332-43, November 13, 1996

<sup>93</sup> Exhibit "JJ"

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their children, I had granted authority and permission and by these presents, **I do hereby grant authority and permission to FELIX T. RAMIREZ to construct a COCKPIT in the premises of my share** and to apply for: BUILDING PERMIT, ELECTRICAL PERMIT AND WATER CONSTRUCTION PERMIT with the concerned Office of the Municipality of San Jose, Negros Oriental, Philippines. (emphasis supplied)

Knowing fully well his involvement in the construction of the cockpit, accused Ruiz, as Municipal Mayor, unilaterally issued the permit to operate said cockpit without an ordinance from the Sangguniang Bayan, and on the very same day, the cockpit paid the necessary fees to start operating. Accused Ruiz's prohibited intervention, initially manifest in his issuance of a business permit to a cockpit to be constructed on his own land, was clinched by the lease contract confirming that he stood to benefit from said cockpit.

This places accused Ruiz in the center of an irregular transaction he had an interest in. It is not difficult to see the dominant use of influence, authority and power sought to be prevented by Sec. 3(h) of R.A. 3019, and plainly demonstrated by accused Ruiz, who, as Municipal Mayor, bent the rules in order to issue a permit to operate a cockpit he stood to earn from. Necessarily, accused Ruiz also violated Sec. 7(a) of R.A. 6713, which provides:

**Section 7. Prohibited Acts and Transactions.** - In addition to acts and omissions of public officials and employees now prescribed in the Constitution and existing laws, the following shall constitute prohibited acts and transactions of any public official and employee and are hereby declared to be unlawful:

(a) Financial and material interest. - Public officials and employees shall not, directly or indirectly, have any financial or material interest in any transaction requiring the approval of their office. x x x

To recapitulate, this Court finds that accused Ruiz violated Sec. 3(h) of R.A. 3019 under both modes, *i.e.*, (a) having financial / pecuniary interest in a cockpit, which is prohibited by Sec. 89 of R.A. 7160, and (b) intervening in connection with his financial / pecuniary interest in the cockpit. As already discussed above, this constitutes only one offense.<sup>94</sup>

**WHEREFORE**, judgment is rendered:


- 1) In CRIMINAL CASE NO. SB-16-CRM-0594, for failure of the prosecution to prove the guilt of the accused beyond reasonable doubt, NELSON S. RUIZ is **ACQUITTED**;
- 2) In CRIMINAL CASE NO. SB-16-CRM-0595, accused NELSON S. RUIZ is found **GUILTY** beyond reasonable doubt of violation

<sup>94</sup> *Alvarez v. People*, G.R. No. 192591, June 29, 2011, citing *Bautista v. Sandiganbayan*, G.R. No. 136082, May 12, 2000

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of Sec. 3(h) of R.A. 3019. He is hereby sentenced to suffer the indeterminate penalty of **IMPRISONMENT** of **SIX (6) years and ONE (1) month as minimum**, to **TEN (10) years as maximum**, with perpetual disqualification to hold public office.

SO ORDERED.

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


WE CONCUR:

  
**ZALDY V. TRESPESES**  
*Associate Justice*

  
**BAYANI H. JACINTO**  
*Associate Justice*

#### ATTESTATION

I attest 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.

  
**MA. THERESA DOLORES C. GOMEZ-ESTOESTA**  
*Chairperson, Seventh Division*

#### CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, and the Division Chairman'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*