



REPUBLIC OF THE PHILIPPINES
Sandiganbayan
Quezon City

SECOND DIVISION

The People of the Philippines,
Plaintiff,

Criminal Cases Nos. **SB-16-CRM-0849** to
SB-16-CRM-1060

- For: 1) Violation of Section 3(e) of R.A. 3019 in
SB-16-CRM-0849 to 0908 (60 counts)
2) Malversation of Public Funds in
SB-16-CRM-0309 to 0939 (31 counts)
3) Failure to Render Accounts in
SB-16-CRM-0940 to 1000 (61 counts)
4) Violation of Section 89 of P.D. 1445
in SB-16-CRM-1001 to 1060 (60 counts)

-versus-

Present:
Herrera, Jr., J. *Chairperson*
Musngi, J. &
Pahimna, J.

Crisostomo T. Eguia, Jr., et al.
Accused.

Promulgated:

September 27, 2019

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DECISION

HERRERA, JR., J.:

Accused Crisostomo Taclap Eguia, Jr. (Eguia for short), Cipriano Balolot Plazos (Plazos for short) and Urdaneta Calisas Madridondo (Madridondo for short) are charged before the Court, as follows:

- 1) In Criminal Cases Nos. SB-16-CRM-0849 to 0908, accused Eguia, Plazos and Madridondo are jointly charged with sixty (60) counts of **Violation of Section 3(e) of Republic Act (R.A.) No. 3019**, also

known as the **Anti-Graft and Corrupt Practices Act**, under sixty (60) separate **Informations**¹ all dated May 31, 2016;

2) In Criminal Cases Nos. SB-16-CRM-0909 to 0939, accused Eguia, Plazos and Madridondo are jointly charged with thirty-one (31) counts of **Malversation of Public Funds** under **Article 217 of the Revised Penal Code (RPC)**, under thirty-one (31) separate **Informations**² dated May 31, 2016;

3) In Criminal Cases Nos. SB-16-CRM-0940 to 1000, accused Eguia alone is charged with sixty-one (61) counts of the offense of **Failure Of Accountable Officer To Render Accounts** under **Article 218 of the Revised Penal Code (RPC)**, under sixty-one (61) separate **Informations**³ dated August 11, 2016;

4) In Criminal Cases Nos. SB-16-CRM-1001 to 1060, accused Eguia, Plazos and Madridondo are jointly charged with sixty (60) counts of **Violation of Section 89**, in relation to **Section 128, of Presidential Decree (P.D.) No. 1445**, also known as the **Government Auditing Code of the Philippines**, under sixty (60) separate **Informations**⁴ dated May 31, 2016.

a) The **Informations** in Criminal Cases
Nos. SB-16-CRM-0849 to 0908

The accusatory portion of the **Information**⁵ n Criminal Case No. SB-16-CRM-0849, where the charge is for **Violation of Section 3(e) of R.A. 3019**, reads:

“That in the period of March 1998 to December 2011, or sometime prior or subsequent thereto, at the Municipality of

¹ see Record of Informations in Criminal Cases Nos. SB-16-CRM-0849 to 0908, pp. 1-240

² see Record of Informations in Criminal Cases Nos. SB-16-CRM-0909 to 0930, pp. 1-124

³ see Record of Informations in Criminal Cases Nos. SB-16-CRM-0940 to 1000, pp. 1-183

⁴ see Record of Informations in Criminal Cases Nos. SB-16-CRM-1001 to 1060, pp. 1-240

⁵ see Record of Informations in Criminal Cases Nos. SB-16-CRM-0849 to 0908, pp. 1-4

Katipunan, Province of Zamboanga del Norte, Philippines, and within the jurisdiction of this Honorable Court, accused **CRISOSTOMO TACLAP EGUIA, JR.**, then Municipal Mayor, **CIPRIANO BALLOT PLAZOS**, then Municipal Treasurer, and **URDANETA CALISAS MADRIDONDO**, then Senior Bookkeeper and concurrently Officer-in-Charge Municipal Accountant, all of the Municipality of Katipunan, Zamboanga del Norte, committing the crime herein charged while in the performance of their official functions, acting in conspiracy with one another, and with manifest partiality, evident bad faith, or gross inexcusable negligence, did then and there wilfully, unlawfully and criminally give unwarranted benefits or advantage to accused **CRISOSTOMO TACLAP EGUIA, JR.** by allowing him to obtain a cash advance from the Municipality's funds for his supposed official travel, in the amount of Eleven Thousand Four Hundred Twenty Pesos (Php11,420.00) under undated Disbursement Voucher No. 1040, despite the lack of specified or legal purpose and/or the lack of official Travel Order and/or other supporting documents, thereby causing undue injury to the government in the aforesaid amount.

CONTRARY TO LAW.”

The accusatory portions of the fifty-nine (59) other *Informations*⁶ docketed as Criminal Cases Nos. SB-16-CRM-0850 to 0908 are similarly worded as that in SB-16-CRM-0849 quoted above, except on the following: 1) Date of alleged commission of the offense; 2) Amount of cash advance; 3) Disbursement Voucher (DV) number; and 4) Date of DV, which are as follows:

	Criminal Case No.	Date of Commission of the Crime	Amount of Cash Advance	DV No.	Date of DV
1	0850	July 2007	P25,000.00	1422	July 2007
2	0851	August 2007	P25,000.00	1654	August 2007
3	0852	September 2007	P2,820.00	1711	September 2007
4	0853	October 2007	P11,480.00	1917	October 2007
5	0854	October 2007	P4,000.00	1983	October 2007
6	0855	November 2007	P40,000.00	2204	November 2007
7	0856	December 2007	P30,000.00	2254	December 2007
8	0857	January 2008	P50,000.00	22	January 2008
9	0858	February 2008	P11,908.00	194	February 2008
10	0859	February 2008	P20,000.00	393	February 2008
11	0860	March 2008	P30,000.00	600	March 2008
12	0861	May 2008	P20,000.00	1026	May 2008

⁶ Id, pp. 5-240

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13	0862	May 2008	P20,000.00	871	May 2008
14	0863	June 2008	P25,000.00	1145	June 2008
15	0864	July 2008	P30,000.00	1367	July 2008
16	0865	October 2008	P10,000.00	1939	October 2008
17	0866	October 2008	P30,000.00	1920	October 2008
18	0867	October 2008	P13,000.00	2074	October 2008
19	0868	November 2008	P50,000.00	2157	November 2008
20	0869	February 2009	P70,000.00	247	February 2009
21	0870	February 2009	P10,000.00	469	February 2009
22	0871	March 2009	P30,000.00	540	March 2009
23	0872	April 2009	P8,000.00	821	April 2009
24	0873	June 2009	P60,000.00	1208	June 2009
25	0874	June 2009	P20,000.00	1352	June 2009
26	0875	August 2009	P74,540.00	1807	August 2009
27	0876	October 2009	P15,000.00	2111	October 2009
28	0877	October 2009	P50,000.00	2221	October 2009
29	0878	November 2009	P10,000.00	2259	November 2009
30	0879	November 2009	P26,734.00	2364	November 2009
31	0880	December 2009	P25,000.00	2498	December 2009
32	0881	January 2010	P35,000.00	48	January 2010
33	0882	February 2010	P40,000.00	283	February 2010
34	0883	March 2010	P35,000.00	477	March 2010
35	0884	April 2010	P12,000.00	738	April 2010
36	0885	May 2010	P40,000.00	1007	May 2010
37	0886	June 2010	P20,000.00	1090	June 2010
38	0887	June 2010	P7,000.00	1127	June 2010
39	0888	July 2010	P40,000.00	1202	July 2010
40	0889	August 2010	P10,000.00	1597	August 2010
41	0890	September 2010	P30,000.00	1681	September 2010
42	0891	October 2010	P40,000.00	1923	October 2010
43	0892	November 2010	P3,000.00	1931	November 2010
44	0893	November 2010	P50,000.00	2027	November 2010
45	0894	December 2010	P30,000.00	2041	December 2010
46	0895	February 2011	P50,000.00	201	February 2011
47	0896	February 2011	P10,000.00	331	February 2011
48	0897	March 2011	P40,000.00	412	March 2011
49	0898	March 2011	P30,000.00	484	March 2011
50	0899	April 2011	P30,000.00	566	April 2011
51	0900	May 2011	P8,000.00	876	May 2011
52	0901	May 2011	P15,000.00	895	May 2011
53	0902	June 2011	P30,000.00	1153	June 2011
54	0903	July 2011	P6,000.00	1267	July 2011
55	0904	July 2011	P6,000.00	1334	July 2011
56	0905	July 2011	P40,000.00	1386	July 2011
57	0906	September 2011	P50,000.00	1628	September 2011
58	0907	October 2011	P40,000.00	2002	October 2011
59	0908	December 2011	P35,000.00	2186	December 2011

b) The **Informations** in Criminal Cases
 Nos. SB-16-CRM-0909 to 0939

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The accusatory portion of the *Information*⁷ in Criminal Case No. SB-16-CRM-0909, where the charge is *Malversation of Public Funds* under *Article 217 of the Revised Penal Code*, reads:

“That in the period of March 1998 to December 2011, or sometime prior or subsequent thereto, at the Municipality of Katipunan, Province of Zamboanga del Norte, and within the jurisdiction of this Honorable Court, accused **CRISOSTOMO TACLAP EGUIA, JR.**, then Municipal Mayor, **CIPRIANO BALOLOT PLAZOS**, then Municipal Treasurer, and **URDANETA CALISAS MADRIDONDO**, then Senior Bookkeeper and concurrently Officer-in-Charge Municipal Accountant, all of the Municipality of Katipunan, Province of Zamboanga del Norte, all public officers who are accountable for public funds or properties received, entrusted or under their control or custody by reason of the duties of their office, committing the offense charged in relation to their duties, taking advantage of their official positions, and conspiring and confederating with one another, did then and there wilfully, unlawfully and feloniously misappropriate or neglect, permit accused **CRISOSTOMO TACLAP EGUIA, JR.** to obtain public funds, under their charge and custody, in the form of a cash advance in the amount of Eleven Thousand Four Hundred Twenty Pesos (Php11,420.00) per undated Disbursement Voucher No. 1040, notwithstanding the lack of supporting documents and the failure to liquidate prior cash advances also obtained by him, in violation of pertinent laws or other government accounting or auditing rules and regulations, and which public funds they failed to immediately account for, settle, and/or have duly forthcoming despite demand by State Auditor III Maria Fe A. Apigo of the Commission on Audit, a duly authorized officer, to the damage and prejudice of the government and the public interest in the aforesaid amount.

CONTRARY TO LAW.”

The accusatory portions of the thirty (30) other *Informations*⁸ docketed as Criminal Cases Nos. SB-16-CRM-0910 to 0939 are similarly worded as that in Criminal Case No. SB-16-CRM-0909 quoted above, except on the following: 1) Date of alleged commission of the offense; 2)

⁷ see Record of Informations in Criminal Cases Nos SB-16-CRM-0909 to 0930, pp. 1-4
⁸ Id, pp. 5-124

Amount of cash advance; 3) Disbursement Voucher (DV) Number; 3) Date of DV, which are as follows:

	Criminal Case No.	Date of Commission of the Crime	Amount of Cash Advance	DV No.	Date of DV
1	0910	September 2007	P2,820.00	1711	September 2007
2	0911	July 2007	P25,000.00	1422	July 2007
3	0912	October 2007	P4,000.00	1983	October 2007
4	0913	November 2007	P40,000.00	2204	November 2007
5	0914	January 2008	P50,000.00	22	January 2008
6	0915	February 2008	P11,908.00	194	February 2008
7	0916	February 2008	P20,000.00	393	February 2008
8	0917	May 2008	P20,000.00	1026	May 2008
9	0918	June 2008	P25,000.00	1145	June 2008
10	0919	October 2008	P10,000.00	1939	October 2008
11	0920	October 2008	P30,000.00	1920	October 2008
12	0921	October 2008	P13,000.00	2074	October 2008
13	0922	November 2008	P50,000.00	2157	November 2008
14	0923	February 2009	P70,000.00	247	February 2009
15	0924	February 2009	P10,000.00	469	February 2009
16	0925	March 2009	P30,000.00	540	March 2009
17	0926	April 2009	P8,000.00	821	April 2009
18	0927	June 2009	P60,000.00	1208	June 2009
19	0928	June 2009	P20,000.00	1352	June 2009
20	0929	August 2009	P74,540.00	1807	August 2009
21	0930	October 2009	P50,000.00	2221	October 2009
22	0931	November 2009	P10,000.00	2259	November 2009
23	0932	February 2010	P40,000.00	283	February 2010
24	0933	October 2010	P40,000.00	1923	October 2010
25	0934	November 2010	P3,000.00	1931	November 2010
26	0935	November 2010	P50,000.00	2027	November 2010
27	0936	February 2011	P50,000.00	201	February 2011
28	0937	September 2011	P50,000.00	1628	September 2011
29	0938	October 2011	P40,000.00	2002	October 2011
30	0939	December 2011	P35,000.00	2186	December 2011

c) The **Informations** in Criminal Cases
 Nos. SB-16-CRM-0940 to 1000

The accusatory portion of the **Information**⁹ in Criminal Case No. SB-16-CRM-0940, where the charge is **Failure of Accountable Officer to Render Accounts under Article 218 of the Revised Penal Code**, reads:

⁹ see Record of Informations in Criminal Cases Nos. SB-16-CRM-0940 to 1000, pp. 1-3

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“That in the period of September to October 2007, or sometime prior or subsequent thereto, at the Municipality of Katipunan, Province of Zamboanga del Norte, and within the jurisdiction of this Honorable Court, accused **CRISOSTOMO TACLAP EGUIA, JR.**, then Mayor of the Municipality of Katipunan, Province of Zamboanga del Norte, a public officer who is accountable for public funds or properties received, entrusted, or under his control or custody by reason of the duties of his office, and who is required by law or regulation to render accounts, committing the crime charged in relation to his duties, taking advantage of his official position, did then and there wilfully, unlawfully and feloniously fail to render account on the cash advance he obtained for his official travel, in the amount of Twenty Four Thousand Five Hundred Pesos (Php24,500.00) under Disbursement Voucher No. 1311 dated June 2007, within the period of two months after such account should have been rendered under Commission on Audit Circulars No. 97-002 dated 10 February 1997 and No. 96-004 dated 19 April 1996, to the prejudice of the Government.

CONTRARY TO LAW.”

The accusatory portions of the fifty-nine (59) **Informations**¹⁰ docketed as Criminal Cases Nos. SB-16-CRM-0941 to 1000 are similarly worded as that in SB-16-CRM-0940 quoted above, except on the following: 1) Date of alleged commission of the offense; 2) Amount of cash advance; 3) Disbursement Voucher (DV) Number; and 4) Date of DV, which are as follows:

	Criminal Case No.	Date of Commission of the Crime	Amount of Cash Advance	DV No.	Date of DV
1	0941	Oct to Nov 2007	P25,000.00	1422	July 2007
2	0942	Nov to Dec 2007	P25,000.00	1654	August 2007
3	0943	Dec 2007 to Jan 2008	P2,820.00	1711	September 2007
4	0944	Jan to Feb 2008	P11,480.00	1917	October 2007
5	0945	Jan to Feb 2008	P4,000.00	1983	October 2007
6	0946	Feb to March 2008	P40,000.00	2204	November 2007
7	0947	March to April 2008	P30,000.00	2254	December 2007
8	0948	April to May 2008	P50,000.00	22	January 2008
9	0949	May to June 2008	P20,000.00	393	February 2008
10	0950	June to July 2008	P30,000.00	600	March 2008
11	0951	Aug to Sept 2008	P20,000.00	871	May 2008
12	0952	Aug to Sept 2008	P20,000.00	1026	May 2008
13	0953	Sept to Oct 2008	P25,000.00	1145	June 2008
14	0954	Oct to Nov 2008	P30,000.00	1367	July 2008
15	0955	Jan to Feb 2009	P13,000.00	2074	October 2008

¹⁰ Id, pp. 4-183

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16	0956	Jan to Feb 2009	P30,000.00	1920	October 2008
17	0957	Jan to Feb 2009	P10,000.00	1939	October 2008
18	0958	Feb to March 2009	P50,000.00	2157	November 2008
19	0959	March 2009	P11,908.00	194	February 2008
20	0960	May to June 2009	P70,000.00	247	February 2009
21	0961	May to June 2009	P10,000.00	469	February 2009
22	0962	June to July 2009	P30,000.00	540	March 2009
23	0963	July to Aug 2009	P8,000.00	821	April 2009
24	0964	Sept to Oct 2009	P60,000.00	1208	June 2009
25	0965	Sept to Oct 2009	P20,000.00	1352	June 2009
26	0966	Nov to Dec 2009	P74,540.00	1807	August 2009
27	0967	Jan to Feb 2010	P15,000.00	2111	October 2009
28	0968	Jan to Feb 2010	P50,000.00	2221	October 2009
29	0969	Feb to March 2010	P26,734.00	2364	November 2009
30	0970	Feb to March 2010	P10,000.00	2259	November 2009
31	0971	March to April 2010	P25,000.00	2498	December 2009
32	0972	April to May 2010	P35,000.00	48	January 2010
33	0973	May to June 2010	P40,000.00	283	February 2010
34	0974	June to July 2010	P35,000.00	477	March 2010
35	0975	July to August 2010	P12,000.00	738	April 2010
36	0976	Aug to Sept 2010	P40,000.00	1007	May 2010
37	0977	Sept to Oct 2010	P20,000.00	1090	June 2010
38	0978	Sept to Oct 2010	P7,000.00	1127	June 2010
39	0979	Oct to Nov 2010	P40,000.00	1202	July 2010
40	0980	Nov to Dec 2010	P10,000.00	1597	August 2010
41	0981	Dec 2010 to Jan 2011	P30,000.00	1681	September 2010
42	0982	Jan to Feb 2011	P40,000.00	1923	October 2010
43	0983	Feb to March 2011	P3,000.00	1931	November 2010
44	0984	Feb to March 2011	P50,000.00	2027	November 2010
45	0985	March to April 2011	P30,000.00	2041	December 2010
46	0986	May to June 2011	P50,000.00	201	February 2011
47	0987	May to June 2011	P10,000.00	331	February 2011
48	0988	June to July 2011	P40,000.00	412	March 2011
49	0989	June to July 2011	P30,000.00	484	March 2011
50	0990	July to Aug 2011	P30,000.00	566	April 2011
51	0991	Aug to Sept 2011	P8,000.00	876	May 2011
52	0992	Aug to Sept 2011	P15,000.00	895	May 2011
53	0993	Sept to Oct 2011	P30,000.00	1153	June 2011
54	0994	Oct to Nov 2011	P6,000.00	1267	July 2011
55	0995	Oct to Nov 2011	P6,000.00	1334	July 2011
56	0996	Oct to Nov 2011	P40,000.00	1386	July 2011
57	0997	Dec 2011 to Jan 2012	P50,000.00	1628	September 2011
58	0998	Jan to Feb 2012	P40,000.00	2002	October 2011
59	0999	March to April 2012	P35,000.00	2186	December 2011
60	1000	March to April 2012	P11,420.00	1040	Within the period of two months

d) The **Informations** in Criminal Cases
 Nos. SB-16-CRM-1001 to 1060

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The accusatory portion of the **Information**¹¹ in Criminal Case No. SB-16-CRM-1001, where the charge is **Violation of Section 88**, in relation to **Section 128, of Presidential Decree (P.D.) No. 1445**, reads:

“That in March 1998 to December 2011, or sometime prior or subsequent thereto, at the Municipality of Katipunan, Province of Zamboanga del Norte, and within the jurisdiction of this Honorable Court, accused **CRISOSTOMO TACLAP EGUIA, JR.**, then Municipal Mayor, **CIPRIANO BALOLOT PLAZOS**, then Municipal Treasurer, and **URDANETA CALISAS MADRIDONDO**, then Senior Bookkeeper and Concurrently Officer-in-Charge Municipal Accountant, all of the Municipality of Katipunan, Province of Zamboanga del Norte, committing the offense charged in relation to their duties, taking advantage of their official positions, and conspiring and confederating with one another, did then and there wilfully, unlawfully and criminally permit accused **CRISOSTOMO TACLAP EGUIA, JR.**, to obtain public funds, under their charge and custody, in the form of a cash advance in the amount of Eleven Thousand Four Hundred Twenty Pesos (Php11,420.00) per the undated Disbursement Voucher No. 1040, notwithstanding the lack of a legally authorized specific purpose and/or failure to make a prior settlement or proper accounting of a previous cash advance, and/or which cash advance in the aforesaid amount was not reported on and liquidated as soon as the purpose for which it was given has been served, to the damage and prejudice of the government and the public interest in the aforesaid amount.

CONTRARY TO LAW.”

The accusatory portions of the fifty-nine (59) other **Informations**¹² docketed as Criminal Cases Nos. SB-16-CRM-1002 to 1060 are similarly worded as that in Criminal Case No. SB-16-CRM-1001 quoted above, except on the following: 1) Date of alleged commission of the crime; 2) Amount of cash advance; 3) Disbursement Vouchers (DV) Number; and 4) Date of DV, which are as follows:

¹¹ see Record of Informations in Criminal Cases Nos. SB-16-CRM-1001 to 1060, pp. 1-4

¹² Id, pp. 5-240

	Criminal Case No.	Date of Commission of the Crime	Amount of Cash Advance	DV No.	Date of DV
1	1002	July 2007	P25,000.00	1422	July 2007
2	1003	August 2007	P25,000.00	1654	August 2007
3	1004	September 2007	P2,820.00	1711	September 2007
4	1005	October 2007	P11,480.00	1917	October 2007
5	1006	October 2007	P4,000.00	1983	October 2007
6	1007	November 2007	P40,000.00	2204	November 2007
7	1008	December 2007	P30,000.00	2254	December 2007
8	1009	January 2008	P50,000.00	22	January 2008
9	1010	February 2008	P11,908.00	194	February 2008
10	1011	February 2008	P20,000.00	393	February 2008
11	1012	March 2008	P30,000.00	600	March 2008
12	1013	May 2008	P20,000.00	871	May 2008
13	1014	May 2008	P20,000.00	1026	May 2008
14	1015	June 2008	P25,000.00	1145	June 2008
15	1016	July 2008	P30,000.00	1367	July 2008
16	1017	October 2008	P10,000.00	1939	October 2008
17	1018	October 2008	P30,000.00	1920	October 2008
18	1019	October 2008	P13,000.00	2074	October 2008
19	1020	November 2008	P50,000.00	2157	November 2008
20	1021	February 2009	P70,000.00	247	February 2009
21	1022	February 2009	P10,000.00	469	February 2009
22	1023	March 2009	P30,000.00	540	March 2009
23	1024	April 2009	P8,000.00	821	April 2009
24	1025	June 2009	P60,000.00	1208	June 2009
25	1026	June 2009	P20,000.00	1352	June 2009
26	1027	August 2009	P74,540.00	1807	August 2009
27	1028	October 2009	P15,000.00	2111	October 2009
28	1029	October 2009	P50,000.00	2221	October 2009
29	1030	November 2009	P10,000.00	2259	November 2009
30	1031	November 2009	P26,734.00	2364	November 2009
31	1032	December 2009	P25,000.00	2498	December 2009
32	1033	January 2010	P25,000.00	48	January 2010
33	1034	February 2010	P40,000.00	283	February 2010
34	1035	March 2010	P35,000.00	477	March 2010
35	1036	April 2010	P12,000.00	738	April 2010
36	1037	May 2010	P40,000.00	1007	May 2010
37	1038	June 2010	P20,000.00	1090	June 2010
38	1039	June 2010	P7,000.00	1127	June 2010
39	1040	July 2010	P40,000.00	1202	July 2010
40	1041	August 2010	P10,000.00	1597	August 2010
41	1042	September 2010	P30,000.00	1681	September 2010
42	1043	October 2010	P40,000.00	1923	October 2010
43	1044	November 2010	P3,000.00	1931	November 2010
44	1045	November 2010	P50,000.00	2027	November 2010
45	1046	December 2010	P30,000.00	2041	December 2010
46	1047	February 2011	P50,000.00	201	February 2011
47	1048	February 2011	P10,000.00	331	February 2011
48	1049	March 2011	P40,000.00	412	March 2011
49	1050	March 2011	P30,000.00	484	March 2011
50	1051	April 2011	P30,000.00	566	April 2011
51	1052	May 2011	P8,000.00	876	May 2011
52	1053	May 2011	P15,000.00	895	May 2011
53	1054	June 2011	P30,000.00	1153	June 2011

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54	1055	July 2011	P6,000.00	1267	July 2011
55	1056	July 2011	P6,000.00	1334	July 2011
56	1057	July 2011	P40,000.00	1386	July 2011
57	1058	September 2011	P50,000.00	1628	September 2011
58	1059	October 2011	P40,000.00	2002	October 2011
59	1060	December 2011	P35,000.00	2186	December 2011

For his provisional liberty in these cases, accused Eguia posted a surety bond in the total amount of P3,406,000.00 through the Travellers Insurance Surety Corporation.¹³ On the other hand, accused Plazos and Calisas have since remained at-large despite the issuance of warrants of arrest against them.

On March 30, 2017, accused Eguia was arraigned. Assisted by counsel, said accused, after being informed of the nature and cause of the accusations against him, pleaded not guilty to the charges.¹⁴ The cases were thereafter set for pre-trial as against accused Eguia.

The pre-trial was conducted and was terminated with the issuance of Pre-Trial Order¹⁵ dated September 25, 2017 which set the cases for trial. The presentation of evidence ensued.

On March 2, 2018, the plaintiff, through the Office of the Special Prosecutor, Office of the Ombudsman, filed its **Formal Offer Of Evidence (For the Prosecution)**¹⁶ dated March 2, 2018. This was resolved by the Court in a **Resolution**¹⁷ dated March 12, 2018.

Accused Eguia proceeded to present evidence which culminated in the filing of his **Formal Offer Of Exhibits**¹⁸ dated October 17, 2018. This was resolved by the Court in a **Resolution**¹⁹ dated October 30, 2018, the pertinent portions of which read:

¹³ Record, Vol. 1, pp. 299-308

¹⁴ Id, p. 414

¹⁵ Record, Vol. 2, pp. 205-286

¹⁶ Record, Vol. 3, pp. 132-182

¹⁷ Record, Vol. 4, p. 25

¹⁸ Id, pp. 96-113

¹⁹ Id, pp. 126-127

“Accused Eguia, in his aforementioned **Formal Offer Of Exhibits**, prays the Court to admit as part of his evidence photocopies of numerous documents referred to as Exhibits “1” to “252”. However, except for Exhibits “251” and “252” and series, which are prosecution evidence adopted by the accused, those marked Exhibits “1” to “250” have not been properly identified. While said documents appear to have been pre-marked during the pre-trial and are listed in the **Pre-Trial Order** dated September 25, 2017, they were not testified on and identified during the trial by the accused or any of his witnesses. Records do not show that the existence and authenticity of these documents were stipulated upon by the parties.

Documents, to be admitted and considered by the court as evidence, must be properly presented. They should be marked, identified as the documents they are claimed to be, and, if private documents, should be authenticated proving their genuineness and due execution.

WHEREFORE, premises considered, the Court resolves to admit Exhibits “251” and “252” and series of accused Crisostomo Eguia, Jr. Exhibits “1” to “250” are not admitted.”

To prove the charges, the prosecution presented as witnesses the following: 1) Faith D. Balanay, State Auditor III, Commission on Audit (COA), assigned at COA Audit Group LGSA, Audit Team R9-06, Katipunan, Zamboanga del Norte; 2) Maria Fe Apigo, State Auditor III, Audit Group E, Audit Team No. 3, Province of Zamboanga del Norte; 3) Alexander B. Juliano, Assistant Commissioner, COA and Director-in-Charge, Fraud Audit Office, Special Services Section; 4) Merlyn M. Carabase, Supervising Administrative Officer, Municipal Government of Katipunan, Zamboanga del Norte; and 5) Antonio B. Jumawak. The prosecution dispensed with the testimony of the Records Management Officer of COA, after a stipulation with the accused, through counsel, who admitted the genuineness and due execution of prosecution Exhibits “V”, “W” and “X”.²⁰

²⁰ see Order dated February 5, 2018; Record, Vol. 3, p. 60

The prosecution also submitted as evidence voluminous documents marked as Exhibits "A" ; "A-1" and "A-1-a"; "B"; "C-5-a" to "C-5-h"; "E"; "E-1" to "E-13"; "E-13-a" to "E-13-c"; "Y"; "Y-1" to "Y-7"; "V" and series, "V-1" to "V-4"; "W" and series, "W-1" to "W-4"; "X" and series and "X-11"; "AA" and series, "AA-59" to "AA-60"; "BB" and series; "BB-34" to "BB-38"; "CC" and series, "CC-35" to "CC-37"; "DD" and series, "DD-28"; "BBB"; "F⁴"; "Q⁴"; "J⁵"; "V⁵"; "S⁶"; "C¹²"; "Q¹²"; "J¹⁴"; "Y¹⁴"; "H¹⁶"; "Y¹⁶"; "T¹⁷"; "H¹⁸"; "V¹⁸"; "P¹⁹"; "D²⁰"; "S²⁰"; "Q²¹"; "V²²"; "Q²³"; "X²³"; "H²⁴"; "S²⁵"; "H", "I" and series, "J" and series.

For the defense, accused Eguia testified in court and presented as witnesses Lormegin P. Eguia and Mithel O. Diwata. He also submitted as evidence the documents marked as Exhibits "251" and "252".

SUMMARY OF THE TESTIMONIES OF THE PROSECUTION WITNESSES

FAITH D. BALANAY testified that she is employed as State Auditor III of the Commission on Audit (COA). She is currently assigned at the COA, Audit Group LGS-Audit Team R9-06, Katipunan, Zamboanga del Norte since July 2014 as OIC-Audit Team Leader. The jurisdiction of the office covers the Municipalities of Katipunan, President Manuel Roxas and Manukan, all within the province of Zamboanga del Norte. Her duties primarily involve the following: a) conduct of fraud audit, Value for Money (VFM) audit, revenue audit, financial and compliance audit, evaluation of internal control systems, cash examinations and other types of audit; b) preparation of draft letters and communications in reply to queries/referrals of agency officials, accountants, auditors and other fiscal officers concerning accounting and auditing matters and preparation of findings and recommendations regarding deficiencies noted in the audit and comments on appeals; c) act as witness in court hearings and preliminary investigations; d) render assistance in the conduct of investigation upon

receipt of complaint; e) acts as custodian of documents covered in the conduct of auditing functions; and f) perform other works as may be assigned by their superiors. She received a subpoena from the Office of the Ombudsman requesting for COA documents. The subpoena pertains to COA documents and records relating to the Municipality of Katipunan, Zamboanga del Norte. Upon receipt of the subpoena, she instructed her staff to get copies of the documents in their official files which are under her custody. She verified the documents and affixed her signature on each page stating that they are certified copies from their official files. (The witness identified the certified documents pre-marked as Exhibits "EE" to "P²⁴". She also brought with her the originals of said documents).

On cross-examination, witness Balanay testified that based on the records of the Accounting Office of the Municipality of Katipunan, the cash advances of accused Eguia had already been liquidated as of the filing of the informations in Court in 2017. He received the liquidation reports from the Accounting Office.

On re-direct examination, the witness testified that he is aware of the Rules of Liquidation pertaining to domestic travels of public officials. An accountable officer should liquidate his cash advances within thirty (30) days after his return to his station. The cash advances of accused Eguia covers the period 2007 to 2011. Based on records, some have been liquidated. Witness said he assumed his position as resident auditor in 2014. She did not look into the records of 2012 and 2013. The cash advances from 2007 to 2011 have all been liquidated by 2014. They were liquidated in 2012. The last travel was in 2011 so the liquidation was beyond 30 days, or after one (1) year.²¹

²¹ see Judicial Affidavit dated December 13, 2017 of Faith D. Balanay, Record, Vol. 2, pp. 296-319; TSN of January 22, 2018, pp. 3-22

MARIA FE APIGO testified that she is a State Auditor IV of the Commission on Audit (COA), assigned to Audit Group LGS-A, Audit Team R9-02, Dapitan City, Zamboanga del Norte. She has been working with COA for 38 years already. Her first designation was Senior Clerk, then promoted to a) COA Auditor I; b) State Auditor I; c) State Auditor II; d) State Auditor III; and e) State Auditor IV. She was first assigned at the Zamboanga del Norte Provincial Hospital, Dipolog City as Senior Clerk, until she was assigned to the Municipalities of Katipunan, Roxas and Manukan as State Auditor III. Currently, her place of assignment is in Municipality of Rizal. She was designated as Audit Team Leader in the Municipalities of Katipunan, Roxas and Manukan from November 19, 2009 up to November 18, 2012. Her functions were: a) As Team Leader/member in the conduct of fraud audit, Value-for-Money (VFM) audit, revenue audit, financial and compliance audit, evaluation of internal control systems, cash examinations and/or other types of audit; b) She prepares/drafts letters in reply to queries/referrals of agency officials, accountants, auditors and other fiscal officers concerning accounting/auditing matters/issues, and prepares findings and recommendations regarding deficiencies noted in the audit and comments on appeals; c) She acts as witness in court hearings/preliminary investigations; d) Conducts/assists in the conduct of investigation upon request/receipt of complaint, if necessary; and e) Performs other works as may be assigned by her superiors from time to time.

At her level, they audit all the accounts and transactions involving disbursements of government funds which include but not limited to a) Government Projects; b) Procurement of Goods, Supplies, and Materials; c) Salaries and Wages; d) Programs and Activities; e) Cash Advances and Liquidations; f) Revenues and other Receipts; and all other expenditures and revenues, including programs and activities undertaken by the LGU.

When she was assigned as State Auditor III in the Municipality of Katipunan, there were several audit programs, one of which is the Audit Program on Cash Advances. Her team conducted audit all year round. Thereafter, Audit Observation Memoranda were issued and were incorporated in the 2009, 2010 and 2011 Annual Audit Reports that they prepared. The 2009, 2010 and 2011 Annual Audit Reports on the Municipality of Katipunan embody their pertinent findings, among others, relative to the audit conducted on the Municipality of Katipunan. These reports bear her name and signature. (The 2009, 2010 and 2011 Annual Audit Reports were pre-marked as Exhibits "BB", "CC" and "DD", respectively).

The audit team issued several audit findings like failure of the accountable officers to liquidate their cash advances within the period prescribed by laws, rules and regulations which accumulated to huge amount. They based their findings and their observations on the documents submitted by the agency subject to their audit, such as disbursement vouchers, receipts, contracts and other supporting documents attached thereto, and the trial balance and its financial statements with corresponding schedules. Those documents are submitted by the Accounting Office of the Municipality/LGU/Agency under audit through its Accountant. If and when the concerned agency/LGU submitted incomplete documents, their office will notify the concerned agency. Nevertheless, the audit process shall push through and they will make the necessary findings and recommendations based on the supporting documents submitted. They audit, review and verify when vouchers, payrolls and supporting documents of consummated disbursements and receipts of revenues are submitted to their office. For government funds disbursed as cash advances, paragraph 5.1.3 of COA Circular No. 97-002 dated February 10, 1997 provides that "Official Travel in cases of foreign travel, the liquidation must be made within sixty (60) days after return to the Philippines, and within thirty (30) days after return to his permanent

official station in the case of local travel” as provided for in EO 248 and COA Circular No. 960-004. Failure of the Accountable Officer to liquidate his cash advance within the prescribed period shall constitute a valid cause for the withholding of his salary as provided for by COA Circular No. 97-002 dated February 10, 1997. At their level, they try to determine whether there is a “*prima facie*” presumption under Article 217 of the Revised Penal Code that the accountable officer has malversed the funds. Failure to liquidate constitutes a violation of Article 218 of the Revised Penal Code for failure to render accounts and of Section 89 of PD 1445 which is punishable under 128 of the same Code which states that: “Any violation of the provisions of Section 67, 68, 89, 106 and 108 of this Code or any regulation issued by the Commission implementing these sections, shall be punished by a fine not exceeding one thousand pesos or by imprisonment not exceeding six (6) months, or both such fine and imprisonment in the discretion of the court.” At their level, they issue an Audit Observation Memorandum (AOM) to the Local Chief Executive (Mayor) and send Demand Letters to concerned Accountable Officers.

Accountable officer is a public officer who, by reason of his office is accountable for public funds or property. Further, Sec. 101(1) of the Government Auditing Code of the Philippines (PD No. 1455) defines accountable officer to be every officer of any government agency whose duties permit or require the possession or custody of government funds or property and who shall be accountable therefor and for the safekeeping thereof in conformity with law. The Auditor shall issue an AOM for observations relating to financial/operational deficiencies such as accounting, internal control or property management which do not involve pecuniary loss.

While she was assigned in the Municipality of Katipunan, she observed, based on the schedule attached to the Trial Balance as of December 31, 2011 submitted by the Municipal Accountant to their Office,

that there were several Accountable Officers who failed to liquidate their cash advances incurred/drawn on separate dates. Hon. Crisostomo T. Eguia, Jr., one of the accused in this case, is among those Accountable Officers who failed to liquidate based on the Municipality's Trial Balance as of December 31, 2011. She sent a Demand Letter dated February 7, 2012 addressed to Eguia, Jr., requiring him to settle his accountabilities with their Accounting Section within thirty (30) days from receipt of the said letter. The Demand Letter (certified true copy), consisting of two (2) pages were pre-marked during the preliminary conference as Exhibit "Y" and "Y-1". Her name and signature appear in the letter. There is a notation which reads: "Received; 2/9/12" and a signature opposite to the name of Eguia, Jr. in the addressee portion of the demand letter (Exh. "Y-7"). Eguia, Jr. has an outstanding unliquidated cash advances in the total amount of One Million Eight Hundred Seventy One Thousand Nine Hundred Fifty Three and Fifty-Nine Centavos (Php1,871,953.59) as of December 31, 2011. She prepared, in a tabular format, a Statement of Cash Advances and Liquidations ("Statement") as regards Eguia, Jr., relative to his intermittent local travels from March 1998 to December 1, 2011. She prepared the said Statement based on the Schedule of the General Fund Trial Balance as of December 31, 2011, which was submitted to her by the Municipal Accountant of Katipunan. The Statement of Cash Advances and Liquidations (certified true copy) consisting of three (3) pages were pre-marked as Exhibits "Y-2"; "Y-3" and "Y-4", respectively. Her name and signature appear on the lower right portion of the last page (Exh. "Y-6"). Eguia, Jr. received cash advances in the total amount of Two Million Six Hundred Ninety-One Thousand Eight Hundred Fifty-Five Pesos (Php2,691,855.00) from March 1998 to December 1, 2011. Eguia, Jr. had a total liquidations of Eight Hundred Nineteen Thousand Nine Hundred One Pesos and Fifty-Nine Centavos (Php819,901.41). As other basis of their AOM and demand letter, they also required the submission of the disbursement vouchers with supporting documents, journals, journal entry vouchers, reports and other necessary schedules that are also made

bases of the Trial Balance. In the case of the unliquidated cash advances of Eguia, Jr., they relied on the financial Statements and the available supporting documents submitted by Urdaneta Madridondo, the Municipal Accountant of Katipunan. A schedule is a detailed itemized listing that composed the amount by account classification in the general ledger as basis for the preparation of the trial balance, balance sheet, statement of income and expenses, cash flows, etc.

The trial balance is a report run at the end of an accounting period, listing the ending balance in each account prepared by the Municipal Accountant. The report is primarily used to ensure that the total of all debits equals the total of all credits which means that there should be no unbalanced journal entries in the accounting system that would make it impossible to generate accurate financial statements. The year-end trial balance is typically asked and required by auditors when they begin an audit. It is also used by auditors when they transfer the account balances on the report into their auditing software. The Trial Balance as of December 31, 2011 that was used as basis of the Demand Letter was prepared by OIC-Municipal Accountant Ms. Urdaneta C. Madridondo. When she was assigned in the Municipality of Katipunan, Zamboanga del Norte, Ms. Madridondo was already the OIC-Municipal Accountant. As standard operating procedure, they verify the accuracy of the amount reflected in the Trial Balance and compare it to the attached supporting schedules.

When it comes to transactions involving cash advances for travel, as the standard operating procedure on liquidations, their Office will check Liquidation Report as to completeness of supporting documents such as Certificate of Travel Completed and the Certificate of appearance; check the transportation fare tickets in accordance with the Itinerary of Travel. They verify the accuracy of the amount reflected in the Trial Balance and again compare it to supporting schedules, and trace them to the general

ledgers, subsidiary ledgers, journals, source documents. The Standard Operating Procedure was followed in the case of the unliquidated Cash Advances of Eguia, Jr. OIC-Municipal Accountant Madridondo prepared only one Schedule of Outstanding Cash Advances inclusive of all the unliquidated cash advances drawn by various accountable officers, including Eguia, Jr., of the Municipality of Katipunan. The Municipal Accountant is the one who made the entries. They only verify if the entries reflected in the Trial Balance and Financial Statements are accurate and correct based on the supporting documents submitted.

In the Statement of Cash Advances and Liquidations as of December 31, 2011 relating to Eguia, Jr., the cash advances have been granted as early as 1998. Until December 31, 2011, these cash advances covered by different vouchers granted on different dates, as appearing therein, remained unliquidated. Cash advances drawn for travels shall be liquidated within thirty (30) days after return to permanent station in case of local travel and within sixty (60) days after return to the Philippines, in case of travel abroad. But based on their records, these cash advances have remained unliquidated for quite some time. The fact that he made liquidations/refunds far beyond the prescribed period of 30 days after return to official station in case of official local travel is a violation of the applicable rules and laws.

The Municipal Accountant, OIC Municipal Accountant Urdaneta C. Madridondo, should not have allowed the disbursement of additional cash advances to Eguia, Jr. It is provided in COA Circular No. 97-002 dated February 10, 1997, *"that no additional cash advances shall be allowed to any official or employee unless the previous cash advance given to him is first settled or a proper accounting thereof is made"*. However, Ms. Madridondo still allowed/approved the drawing of additional cash advances contrary to the said provisions. When Eguia, Jr. failed to liquidate his cash advances evidenced by different vouchers drawn as early as 1998 within

30 days from the time he returned to his official station after his official local travels, he was still allowed to make additional cash advances. The OIC-Municipal Accountant Madridondo granted the succeeding cash advance vouchers of Eguia, Jr. despite his unaccounted/unliquidated previous cash advances as shown in the Statement of Cash Advances and Liquidations as of December 31, 2011.

Based on her Demand Letter (Exhibit "Y"), she was demanding from Eguia, Jr. to settle his unliquidated cash advances in the total amount of One Million Eight Hundred Ninety Thousand Forty-Two Pesos and Fifty Seven Centavos (Php1,890,042.57) as of December 31, 2011, but the Statement of Cash Advances and Liquidations (Exhibit "Y-2"; "Y-3" and "Y-4") which she also prepared show that Eguia, Jr. has an outstanding unliquidated cash advances in the total amount of One Million Eight Hundred Seventy One Thousand Nine Hundred Fifty Three and Fifty-Nine Centavos (Php1,871,953.59) as of December 31, 2011.

On cross-examination, witness Apigo testified that accused Eguia settled his cash advances on May 14, 2012, beyond 30 days. If an employee fails to liquidate his cash advances, they recommend that the salary be withheld. But they did not recommend that for accused Eguia because he was willing to settle. He settled in May. The Demand Letter to accused Eguia was to settle his unliquidated cash advances from March 1998 to December 1, 2011. Eventually, he settled but not all. He returned his unused cash advances.²²

ALEXANDER B. JULIANO testified that he is currently an Assistant Commissioner of the Commission on Audit since March 20, 2015 up to the present, and, now handling the Special Services Sector. He has been an Assistant Commissioner since March 20, 2015 up to present. Before that,

²² see Judicial Affidavit dated December 13, 2017 of Maria Fe A. Apigo, Record, Vol. 2-A, pp. 1-18; TSN of January 22, 2018, pp. 20-32

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he was designated as the Director-in-Charge of Fraud Audit Office from February 1, 2013 to March 12, 2014 and the Director IV of the same Office from March 13, 2014 to March 19, 2015. As such, his duties primarily involve the following: i) review of Evaluation Reports submitted by the Audit Team Leaders/Supervising Auditors containing their findings and recommendation on the disposition of complaints and requests for fraud audit; and ii) preparation of Evaluation Reports to be submitted to the Office of the Chairperson containing recommendations on the disposition of cases. The preparation of Evaluation Reports is initiated by a complaint or request for special audit, including those coming from the Office of the Ombudsman. They then require the Audit Team Leader concerned to submit comments and recommendations including the supporting documents. That Report should contain the findings and recommendations on the disposition of complaints and request for fraud/special audit. On the basis of the submission of the Audit Team Leader, the Fraud Audit Office will further evaluate the Report and make appropriate recommendations for approval of the COA Chairperson. They conduct Fraud Audit Investigations by deploying a Special Audit Team if upon evaluation of the Report and documents submitted by the Audit Team Leader, they find that there are indications of fraud but the evidence on hand is still insufficient to recommend the filing of appropriate criminal and administrative cases. In the year 2015, they prepared an Evaluation Report pertaining to the Municipality of Katipunan, Zamboanga del Norte. Their office received an Indorsement from Atty. Roy L. Ursal, then Director of COA Regional Office No. IX, referring the records of the case docketed as OMB-M-C-12-0189 and the Joint Resolution dated 28 February 2013 of the Office of the Ombudsman for Mindanao bearing the handwritten directive of Ombudsman Morales, which states in part, *"forward the entire case records to the COA, Zamboanga del Norte for the conduct of the necessary special audit investigation and transmit the report on its investigation within sixty (60) days"*. The case was referred to their office, pursuant to COA Memorandum dated August 10, 2011 indicating that the

final disposition of all requests for fraud audit from all parties, including the Office of the Ombudsman, shall be made by the Office of the Chairman of COA. After the receipt of the Indorsement, they required the Audit Team Leader of the Municipality of Katipunan, Zamboanga del Norte, through the COA Regional Director, to submit comments/recommendations thereon including the authenticated supporting documents. Their office received on February 14, 2015 from Regional Director Delfin P. Aguilar the Final Evaluation Report of Auditor Jonathan Q. Manuel covering the transactions subject of the cases. After initial evaluation, their Office found that the findings in the Final Evaluation Report of COA State Auditor Jonathan Q. Manuel were not supported by relevant and material documents. Their office requested from the office of the Team Leader concerned the submission of certified true copies of the following: i) Liquidation Reports with all the supporting documents, and ii) Official Receipts evidencing refund of the outstanding cash advances of the concerned accountable officers and employees of the Municipality of Katipunan, Zamboanga del Norte. After a reiteration of their initial request, they received the requested documents in two batches. The first batch of the documents were received by their office on September 23, 2014, and the second batch on November 13, 2014. Their office examined and evaluated the submitted documents and then they came up with a Report, which they submitted to Assistant Commissioner Susan P. Garcia for her review, and then to Commissioner Heidi Mendoza, as the then Officer-in-Charge of the COA for her approval.

After an exhaustive and thorough evaluation of all the submitted documents, their office found several irregularities. The irregularities include: a) Incomplete and/or lack of documentation of the Liquidation Reports; b) Additional cash advances were granted to LGU-Katipunan officials despite non-liquidation of their previous cash advances, the unliquidated cash advances of the concerned LGU official as of January 15, 2015 amounted to Php1,842,356.14; and c) There was no proper authority/approval of the Itinerary of Travel of LGU Officials.

Considering the various irregularities noted and apparent violations of laws, rules and regulations committed by LGU-Katipunan officials, he recommended that the Evaluation Report be forwarded to the Office of the Ombudsman for further evaluation and appropriate action. The LGU-Katipunan Officials involved in these irregularities were Municipal Mayor Crisostomo T. Eguia, Jr. and Vice Mayor Patchito T. Eguia. Apart from the two, other low ranking LGU-Katipunan officials are also involved. The LGU officials and employees subject of the report violated several laws and rules, which include: a) COA Circular No. 2012-004 dated November 28, 2012; b) COA Circular No. 2012-001 dated June 14, 2012; c) COA Circular No. 2009-002 dated May 18, 2009; d) COA Circular No. 97-002 dated February 10, 1997; e) Section 96(b) of Republic Act No. 7160; f) Article 217 of the Revised Penal Code (Malversation); g) Article 218 of the Revised Penal Code (Failure to Render Accounts); and h) P.D. 1445.

In the case of Mayor Eguia and Vice-Mayor Eguia, it is clear that, after evaluation of the collated documents, their cash advances dating as far back in 1998 remained unliquidated despite demand in February of 2012. They grossly violated the aforementioned COA Circulars and laws by effecting the liquidation of their cash advances a number of years after it should have been done. Also, at the time of the writing of the Report, Mayor Eguia, Jr. and Vice-Mayor Eguia were still not able to fully liquidate all of their cash advances. In addition, their cash advances for travel expenses revealed the absence of basic documentary requirements for local travel, such as office travel orders, itinerary of travels and certification of the accountant that the previous cash advance has been liquidated. They also found that most of the local travels of Vice-Mayor Eguia were done for the periodic check-up/repair and/or purchase of spare parts of the municipality's vehicle; while the itineraries of Mayor Eguia, Jr. were approved by the mayor himself instead of the Provincial Governor.

On cross-examination, witness testified that based on the documents submitted to them, there was no notice of disallowance issued against accused Eguia. Based on records, he has been granted cash advances since 1998. Demand letters were sent to him in January 2012, August 3, 2012 and August 15, 2012. The final demand letter issued by COA proper through COA Circular No. 2012-004 dated November 28, 2012 was published in three (3) newspapers of general circulation – Business World, Philippine Daily Inquirer and Philippine Star. The case against Eguia was previously dismissed. The Office of the Ombudsman ordered the COA to conduct a Special Fraud Audit. The Special Fraud Audit was conducted by the Fraud Audit Office. They did not go to the Municipality of Katipunan. They relied on the documents submitted by the Resident Auditors. The findings of one of the Resident Auditors contradicted the findings of the Fraud Audit Office. His staff saw all the supporting documents but he reviewed the working paper before he came up with the final evaluation report. His findings is that there were unliquidated cash advances by accused Eguia.

On re-direct examination, witness testified that the cash advances of the accused were mostly for travel expenses. The period to liquidate for domestic travel is 30 days after the official returns to his station. Based on the final evaluation report, liquidation of the cash advances to accused Eguia from 1998 to 2011 started on May 14, 2012, or beyond the 30-day period. The final report of Auditor Manuel was reversed by the Fraud Audit Office because it was not supported by documents.

On re-cross examination, witness testified that as of the report date which is February 16, 2015, accused Eguia had an unliquidated balance of P341,867.14. These represents various cash advances from 1998 to December 2011.²³

²³ See Judicial Affidavit dated February 14, 2018 of Alexander B. Juliano, Record, Vol. 3, pp. 72-80; TSN of February 19, 2018, pp. 4-26

MERLYN M. CARABASE testified that she is employed with the Municipal Government of Katipunan, Zamboanga del Norte as Supervising Administrative Officer since September 8, 2017. Prior to that, she was an Administrative Officer IV from January 16, 2001 up to September 7, 2017. Her duties primarily involved management of personnel and employment records of employees from the Municipal government of Katipunan, Zamboanga del Norte. She also signed and certified employment records of said employees. They have custody of 201 files, which include Personal Data Sheets, Position Description Forms, Oaths of Office, Service Records and other relevant employment documents such as Daily Time Records and Leave Forms. She received a subpoena from the Office of the Ombudsman requesting the issuance of copies of employment records of Crisostomo T. Eguia, Jr., Cipriano B. Plazos, and Urdaneta C. Madridondo. She personally prepared and made copies of the subpoenaed employment records from the 201 Files of Crisostomo T. Eguia, Jr., Cipriano B. Plazos, and Urdaneta C. Madridondo, which are under the custody of the Municipal Government of Katipunan, Zamboanga del Norte. She verified the documents and affixed her signature on each stating that they are certified copies from their official files. She identified the employment records of Crisostomo T. Eguia, Jr., Cipriano B. Plazos and Urdaneta C. Madridondo. For purposes of record, the Government Service Record, Personal Data Sheets, Oath of Office and Duties and Functions (Municipal Mayor, Katipunan, Zamboanga del Norte) of Crisostomo T. Eguia, Jr., were marked as Exhibits "H", "I" and series", "J and series" and "K" respectively. The Personal Data Sheets, Duties and Functions (Municipal Treasurer, Katipunan, Zamboanga del Norte), Oath of Office, and Government Service Record of Urdaneta C. Madridondo were marked as Exhibits "L and series", "M", "N" and "O" in that order. The Personal Data Sheets, Duties and Functions (Municipal Accountant, Katipunan, Zamboanga del Norte), Designation, Position Description Form, Oath of Office, and Government Service Record of Urdaneta C. Madridondo were sequentially marked as Exhibits "P", "Q", "R", "S", "T" and "U"). The documents, like the

Oaths of Office and Position Description Forms, are photocopies because they have to retain the original copies filed in the 201 files which are under their custody. These documents are authentic as they are part of and truthful copies from their official records. Of all the individuals mentioned, it is only Crisostomo T. Eguia, Jr. who is still connected with the Municipal Government of Katipunan, Zamboanga del Norte. Mr. Eguia is now serving as the incumbent Municipal Vice Mayor of Katipunan, Zamboanga del Norte.²⁴

ANTONIO B. JUMAWAK testified that he is a member of the Sangguniang Bayan of Katipunan, Zamboanga del Norte. He recalled having filed a Joint-Complaint Affidavit (Exh. "B"). He and his co-signatories were with their lawyer when they signed the Joint-Complaint Affidavit. They also executed and signed a Joint-Reply Affidavit dated October 3, 2012 (Exh. "C"). Apart from that, they also accomplished a Joint-Reply Affidavit dated November 19, 2012 (Exh. "D"). There is a covering letter signed by their lawyer Atty. Paulino Gudmalin, to their affidavit submitted to the Office of the Ombudsman. He did not see the disbursement vouchers which were the bases of the complaint. He based his complaint only on the COA Report. He did not file a complaint against one Rolando Bayron who was mentioned in the COA Report as also having unliquidated cash advance. That is because he did not know that Bayron had an unliquidated cash advance. It is indicated in the COA Report that the accused is an accountable officer.²⁵

²⁴ see Judicial Affidavit dated December 13, 2017 of Merlyn M. Carabase, Record, Vol. 3, pp. 8-13; TSN of January 30, 2018

²⁵ TSN of January 29, 2018, pp. 7-17

SUMMARY OF THE TESTIMONIES OF THE ACCUSED AND HIS WITNESSES

CRISOSTOMO T. EGUIA, JR. testified that he is the incumbent Vice-Mayor of the Municipality of Katipunan, Zamboanga del Norte. He was charged for unliquidated cash advances. The charges are false because he submitted all documents upon his arrival from his travel from any part of the country. He gave the documents to his Clerk and sometimes to the accounting office. He does not know what happened after the documents were submitted to the accounting office. In 2012, he was informed by Ms. Apigo of COA that he has to pay his unliquidated cash advances in the amount of more than P800,000. He was surprised because he submitted all his travel documents to the office of the accountant from 1997 to 2012. He was told that he has to pay but he will be refunded if he can find the documents. He paid in full the amount demanded. The charges against him are politically motivated.

On cross-examination, accused Eguia testified that he was elected as Sangguniang Bayan Ex-Oficio member since 1997 and he has been travelling since then up to the present. COA told his office that he has unliquidated more than P800,000. He made a refund only in January and May of 2012 because COA informed him that he has to pay the cash advances of his travel. He already gave his papers to the accounting office but it was all lost.

On re-direct examination, the witness testified that he received a notice of disallowance only once and that was in 2012. It was actually a demand letter. He was never subjected to salary deduction. To locate the lost documents, he told his clerk to look for them. Some were found in the bodega of the LGU and some in the bodega of the COA.²⁶

²⁶ TSN of October 8, 2018, pp. 5-17

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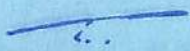


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LORMEJEN P. EGUIA testified that she is currently an Administrative Aide III in the Office of the Municipal Mayor of Katipunan, Zamboanga del Norte. He knows accused who was the previous Mayor, now Vice-Mayor of the Local Government Unit of Katipunan since 2007 up to the present. Her husband is also a second or third degree cousin of the Mayor. She is a casual employee of the LGU of Katipunan. When she started in 2007, she was not given a particular assignment and she was just familiarizing herself with the things to be done in the office. In 2008, part of her duties was to liquidate travels of the Mayor. After the Mayor incurred his travel, he gave the documents, tickets and other official receipts of the expenses incurred during the travel. After accomplishing the documents, she submits them to the accounting office which is responsible for holding the documents. She performed her tasks in 2008 until 2010. A few days after the Mayor incurred the travel, she gives the documents to the accounting office.

On cross-examination, the witness testified that they don't keep a copy of the documents because they just rely on the files of the accounting office. The Mayor submits the documents for liquidation about a week after the travel but she has no proof of that.²⁷

MITHELL O. DIWATA testified that she is a casual employee of the Local Government Unit of Katipunan, Province of Zamboanga del Norte under the Office of Vice-Mayor Crisostomo P. Eguia. Her current job description is preparing vouchers of all transaction, especially in liquidation, and others. She is tasked with the processing of all transactions of the Vice-Mayor, including liquidations of his travels. She prepares the liquidation and passes it on to the Office of the Municipal Accountant. The documents include official receipts, plane tickets, boarding pass, terminal fees and certificate of appearance. These are given to her by the Vice-Mayor after the travel. It takes her two to three

²⁷ TSN of June 25, 2018, pp. 4-17



days to process before she gives them to the Office of the Municipal Accountant.

On cross-examination, the witness testified that it was Mayor Eguia who requested her to testify. She submitted the documents to the Municipal Accountant but she does not have any copy. They are all in the Office of the Municipal Accountant.²⁸

FINDINGS AND CONCLUSION

The evidence on record indicate that from June 2007 up to December 2011, accused Eguia, as Mayor of the Municipality of Katipunan, Zamboanga del Norte, obtained from said Municipality forty-seven (47) cash advances in the total amount of P1,177,542.00 covered by various **Disbursement Vouchers (DVs)** details of which are indicated in **Table No. 1** and **Table No. 2** below.

TABLE 1

	DV No.	Date	Amount
1	1040	undated	P11,420.00
2	1311	June 2007	P25,000.00
3	1654	August 2007	P25,000.00
4	1917	October 2007	P11,480.00
5	1983	October 2007	P4,000.00
6	2204	November 2007	P40,000.00
7	2254	December 2007	P30,000.00
8	22	January 2008	P50,000.00
9	393	February 2008	P20,000.00
10	600	March 2008	P30,000.00
11	871	May 2008	P20,000.00
12	1026	May 2008	P20,000.00
13	1145	June 2008	P25,000.00
14	1367	July 2008	P30,000.00
15	2074	October 2008	P13,000.00
16	1920	October 2008	P30,000.00
17	1939	October 2008	P10,000.00
18	194	February 2008	P11,908.00
19	469	February 2009	P10,000.00
20	2111	October 2009	P15,000.00
21	2221	October 2009	P50,000.00
22	2364	November 2009	P26,734.00
23	2498	December 2009	P25,000.00
24	283	February 2010	P40,000.00

TABLE 2

	DV No.	Date	Amount
25	477	March 2010	P35,000.00
26	738	April 2010	P12,000.00
27	1007	May 2010	P40,000.00
28	1090	June 2010	P20,000.00
29	1127	June 2010	P7,000.00
30	1202	July 2010	P40,000.00
31	1597	August 2010	P10,000.00
32	1681	September 2010	P30,000.00
33	1923	October 2010	P40,000.00
34	2041	December 2010	P30,000.00
35	331	February 2011	P10,000.00
36	412	March 2011	P40,000.00
37	484	March 2011	P30,000.00
38	566	April 2011	P30,000.00
39	876	May 2011	P8,000.00
40	895	May 2011	P15,000.00
41	1153	June 2011	P30,000.00
42	1267	July 2011	P6,000.00
43	1334	July 2011	P6,000.00
44	1386	July 2011	P40,000.00
45	1628	September 2011	P50,000.00
46	2002	October 2011	P40,000.00
47	2186	December 2011	P35,000.00

²⁸ TSN of June 25, 2018, pp. 17-28

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Of the forty-seven (47) **DVs** covering the cash advances mentioned in **Table 1** and **Table 2** above, twenty-three (23) were marked as exhibits and they are as follows:

12	1597	Exh. "J ¹⁴ "
11	2221	Exh. "Q ¹² "
10	2111	Exh. "C ¹² "
9	1939	Exh. "J ⁹ "
8	1920	Exh. "V ⁵ "
7	2074	Exh. "S ⁵ "
6	1367	Exh. "Q ⁴ "
5	1145	Exh. "F ⁴ "
4	393	Exh. "H ²⁴ "
3	22	Exh. "BBB"
2	2204	Exh. "X ²³ "
1	1983	Exh. "Q ²³ "
DV No.	Marking	
13	1681	Exh. "Y ¹⁴ "
14	331	Exh. "H ¹⁶ "
15	412	Exh. "Y ¹⁸ "
16	876	Exh. "T ¹⁷ "
17	895	Exh. "H ¹⁸ "
18	1153	Exh. "V ¹⁸ "
19	1267	Exh. "P ¹⁹ "
20	1386	Exh. "D ²⁰ "
21	1628	Exh. "S ²⁰ "
22	2002	Exh. "Q ²¹ "
23	2186	Exh. "V ²² "
DV No.	Marking	

The twenty-one (21) other **DVs** are mentioned in the **Certification** dated January 11, 2018 of prosecution witness Balanay, marked Exhibit "S²⁵", as among those audited by the various audit teams in previous years and stored in their storage room, but cannot be found despite due diligence. These are the following: 1) DV No. 1040; 2) DV No. 1654; 3) DV No. 1917; 4) DV No. 2254; 5) DV No. 871; 6) DV No. 1026; 7) DV No. 194; 8) DV No. 469; 9) DV No. 2364; 10) DV No. 2498; 11) DV No. 283; 12) DV No. 477; 13) DV No. 738; 14) DV No. 1007; 15) DV No. 1127; 16) DV No. 1202; 17) DV No. 1923; 18) DV No. 2041; 19) DV No. 484; 20) DV No. 566 and 21) DV No. 1334.

The Commission on Audit (COA), Office of the Auditor, Audit Group E, Audit Team No. 3 based in Katipunan, Zamboanga del Norte, sent a **Demand Letter**²⁹ dated February 2, 2012 to accused Eguia, asking him to liquidate his unliquidated cash advances as of December 31, 2011 in the total amount of P1,890,042.57. It appears, however, that the demand letter included cash advances and **DVs** not enumerated in **Table No. 1** and **Table No. 2** above. This is reflected in the **Statement of Cash Advances**

And Liquidations³⁰ as of December 31, 2011 attached to the **Demand Letter**.

A **Final Evaluation Report**³¹ dated February 16, 2015 of the Fraud Audit Office, Special Services Section, COA indicates that accused Eguia returned the full amount of some of his cash advances and refunded some unspent balances, leaving an unliquidated balance in the total sum of P683,385.80. Again, said **Final Evaluation Report** included cash advances and **DVs** not enumerated in **Table No. 1** and **Table No. 2** hereof.

For his part, accused Eguia insists that he has liquidated all his cash advances.

It needs to be emphasized that only accused Eguia stood trial in these cases because his co-accused Plazos and Maridondo have since remained at large. Subsequent reference here to Plazos and Madridondo is necessarily done only to complete the discussion.

Hence, the question now is whether accused Eguia can be held liable for the various charges against him in connection with the cash advances enumerated in **Table No. 1** and **Table No. 2** above, on the basis of the evidence presented by the prosecution.

In criminal cases, the rule is that the accused is presumed innocent and the burden is on the prosecution to establish his guilt of the crime charged by proof beyond a reasonable doubt. Every element of the crime charged must be proved with this requisite quantum of proof. Proof beyond a reasonable doubt requires moral certainty, or that degree of proof which produces conviction in an unprejudiced mind. It is such certainty that satisfies the judgment and conscience of a reasonable mind that the

³⁰ Exhibit "Y-2" to "Y-4"

³¹ Exhibit "E"

accused is guilty of the crime charged. Conviction must rest on the strength of the prosecution evidence and not on the weakness of the defense.³²

a) Criminal Cases Nos.
SB-16-CRM-0849 to 0908

The Court will first address Criminal Cases Nos. SB-16-CRM-0849 to 0908 where accused Eguia, et al. are charged with sixty (60) counts of **Violation of Section 3(e) of R.A. 3019**, under sixty (60) separate **Informations**³³ all dated May 31, 2016.

By way of reiteration, the common allegation in the sixty (60) **Informations**³⁴ in Criminal Cases Nos. SB-16-CRM-0849 to 0908 is that accused Eguia, together with co-accused Plazos, as Municipal Treasurer, and accused Madridondo, as Senior Bookkeeper and OIC Municipal Accountant, **“while in the performance of their official functions, acting in conspiracy with one another, and with manifest partiality, evident bad faith, or gross inexcusable negligence, did then and there willfully, unlawfully and criminally give unwarranted benefits or advantage to accused CRISOSTOMO TAACLAP EGUIA, JR. by allowing him to obtain a cash advance from the Municipality’s funds for his supposed official travel, in the amount of xxx under Disbursement Voucher No. xxx, despite the lack of specified or legal purpose and/or the lack of official Travel Order and/or other supporting documents, thereby causing undue injury to the government in the aforesaid amount.”**

To begin with, in fifteen (15) of the sixty (60) Criminal Cases docketed as SB-16-CRM-0849 to 0908, the **DVs** mentioned in the **Informations** allegedly showing the cash advances purportedly obtained

³² see Section 14(2), Article III, 1987 Constitution; Section 2, Rule 133, Revised Rules of Court; Palacios v. People, 582 SCRA 173

³³ see Record of Informations in Criminal Cases Nos. SB-16-CRM-0849 to 0908, pp. 1-240

³⁴ Id

by accused Eguia were not presented as evidence nor were they mentioned in the **Certification**³⁵ dated January 11, 2018 of prosecution witness Balanay as among those audited by the audit teams in previous years. These fifteen (15) Criminal Cases where proof of the **DVs** was not adduced are as follows:

	Criminal Case No.	DV No.
1	0850	1422
2	0852	1711
3	0858	194
4	0868	2157
5	0869	247
6	0871	540
7	0872	821
8	0873	1208

	Criminal Case No.	DV No.
9	0874	1352
10	0875	1807
11	0878	2259
12	0881	48
13	0892	1931
14	0893	2027
15	0895	201

Under the circumstances, in the absence of the basic documents referred to in the **Informations** in the above-mentioned fifteen (15) criminal cases as proof of the cash advances of the accused, the evidence is insufficient to prove the guilt beyond reasonable doubt of accused Eguia.

Anent the forty-five (45) other cases for alleged **Violation of Section 3(e) of R.A. 3019**, the Court will now discuss the charge vis-a-vis the elements.

Section 3(e) of R.A. 3019 reads:

"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:

xxxxx

(e) Causing 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 or judicial functions through manifest partiality, evident bad faith or gross inexcusable negligence. This provision shall apply to officers and employees of offices or

³⁵ Exhibit "S"²⁵

government corporations charged with the grant of licenses or permits or other concessions.”

The elements³⁶ of **Violation of Section 3(e) of R.A. 3019**, which must be proved beyond reasonable doubt, are as follows:

1. the accused must be a public officer discharging administrative, judicial or official functions;
2. he must have acted with manifest partiality, evident bad faith or gross inexcusable negligence; and
3. his action caused any undue injury to any party, including the government, or gave any private party unwarranted benefits, advantage or preference in the discharge of his functions.

The first element is undoubtedly present. Accused Eguia, as Municipal Mayor of Katipunan, Zamboanga del Norte, is a public officer discharging administrative and official functions.

On the second element of having acted with manifest partiality, evident bad faith or gross inexcusable negligence, the Supreme Court, in **Uriarte v. People**,³⁷ explained:

“There is **“manifest partiality”** when there is a clear, notorious or plain inclination or predilection to favor one side or person rather than another. **“Evident bad faith”** connotes not only bad judgment but also palpably and patently fraudulent and dishonest purpose to do moral obliquity or conscious wrongdoing for some perverse motive or ill will. It contemplates a state of mind affirmatively operating with furtive design or with some motive or 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.”

³⁶ Jacinto v. Sandiganbayan, 178 SCRA 254, 259

³⁷ 511 SCRA 471

It may be that bad faith is imputable to accused Eguia because he obtained various cash advances during the period July 2007 to December 2011 “despite the lack of specified or legal purpose and/or the lack of official Travel Order and/or other supporting documents.”

With respect to the last element, however, the Court is not prepared to conclude that, in obtaining the aforementioned cash advances, accused Eguia caused “undue injury to the government” in the amounts mentioned in the *DVs*, as alleged in the *Informations* filed.

To repeat, per *Demand Letter*³⁸ dated February 2, 2012 of Audit Group E, Audit Team No. 3, accused Eguia has unliquidated cash advances of P1,890,042.57 as of December 31, 2011. In the *Final Evaluation Report*³⁹ dated February 16, 2015 of the Fraud Audit Office, it is stated that accused Eguia has an unliquidated balance in the sum of P683,385.80. As earlier pointed out, however, the cash advances mentioned in the two (2) documents – *Demand Letter* dated February 2, 2012 and *Final Evaluation Report* dated February 16, 2015 – included other cash advances aside from those enumerated in *Table No. 1* and *Table No. 2* hereof which are the subject matter of Criminal Cases Nos. SB-16-CRM-0849 to 0908.

In any event, when prosecution witness Faith Balanay of the COA testified in Court, she gave the impression that, as of 2017, accused Eguia has completed the liquidation of all his cash advances.

Ms. Balanay thus initially declared:

“ATTY. RIMBAN:

³⁸ Exhibit “Y”
³⁹ Exhibit “E”

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Q These liquidation reports are evidence of liquidation by the accused of his cash advances?

WITNESS:

A Yes, Sir.

ATTY. RIMBAN:

Q: Ms. Witness, would you know that as of the filing of the information in Court in 2017, is the accused has liquidated all his cash advances?

WITNESS:

A Sir, based on records, Accounting Office and Municipality of Katipunan, the unliquidated cash advances of Crisostomo Eguia based on records, had already been completed as of 2017.

ATTY. RIMBAN:

Q Okay. Now, Ms. Witness, as the Custodian of this, the Disbursement Vouchers, you received the liquidation reports from whom?

WITNESS:

A From the Accounting Office of the Municipality.

ATTY. RIMBAN:

Q And when you received the liquidation report, you filed it together with the Disbursement Voucher?

WITNESS:




A Yes, Sir."⁴⁰

Ms. Balanay further declared:

"PROS. ARCE:

Q You've mentioned that some are liquidated. Now, as the Resident Auditor and as the Custodian of that documents, considering that the cash advances were made from 2007 to 2011, when

⁴⁰ TSN of January 22, 2018, p. 11



was the liquidation made or some of the liquidation?

WITNESS:

A I assumed in the Municipality of Katipunan 2014, year 2014, so when, I can only speak of from my assumption in the Katipunan, so when I assumed in the Municipality of Katipunan, 2014, July, based on records on the accounting and our records, based on records only ah, (unfinished)

CHAIRPERSON HERRERA:

2014?

WITNESS:

2014 Sir. Your Honor.

CHAIRPERSON HERRERA:

Okay.

WITNESS:

All have been liquidated.

PROS. ARCE:

When were they liquidated ma'am based on records?

WITNESS:

Based on records, I did not all, I only conducted my audit 2014. So I only started 2014. So from 13 and 12, I do not look at the records already.

PROS. ARCE:

Okay.

WITNESS:

So I only have my audit 2014.

CHAIRPERSON HERRERA:

The cash advances here are before 2007 to 2011?

WITNESS:

Yes, Your Honor.

CHAIRPERSON HERRERA:

Okay. Go ahead.

PROS. ARCE:

Based on the documents that you submitted, when were these cash advances liquidated if you know?

CHAIRPERSON HERRERA:

You are referring to 2007 to 2011?

PROS. ARCE:

Yes, Your Honor.

WITNESS:

On 2014, all have been liquidated.

PROS. ARCE:

Q Only on 2014?

WITNESS:

A I can only speak of the 2014.

CHAIRPERSON HERRERA:

No he's only asking when were they liquidated. Was the liquidation on 2014 or even before 2014?

WITNESS:

Even before 2014, Sir.

CHAIRPERSON HERRERA:

Okay.

WITNESS:

Your Honor, 2012.

PROS. ARCE:

2012?

WITNESS:

Yeah.

PROS. ARCE:

Q So that is one year beyond. Let us assume that the last travel is 2011. That is one year after. Beyond the 30 day period?

WITNESS:

A Yes, Sir.”⁴¹

Clearly, accused Eguia cannot be held liable for **Violation of Section 3(e) of R.A. 3019**, as charged in all the **Informations** in Criminal Cases Nos. SB-16-CRM-0849 to 0908, since there is no clear proof of injury caused to the government.

In **Caugma, et al. v. People, et al.**,⁴² the Supreme Court declared that:

“Undue injury has been interpreted as synonymous to actual damages which is akin to that in civil law. The prosecution is burdened to prove the factual basis and amount of loss with a reasonable degree of certainty, premised upon competent proof and on the best evidence obtainable by the injured party. Courts cannot simply rely on speculations, conjectures or guesswork in obtaining the fact and the amount of damages.”

In **Llorente v. Sandiganbayan**,⁴³ the High Court explained:

“...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

⁴¹ Id, pp. 15-17

⁴² 46 SCRA 611, 634-635

⁴³ 350 Phil. 820

bad 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.**"

b) Criminal Cases Nos.
SB-16-CRM-0909 to 0939

The Court will now deal with the thirty-one (31) counts of **Malversation of Public Funds** under **Article 217 of the Revised Penal Code** charged against accused Eguia in Criminal Cases Nos. SB-16-CRM-0909 to 0939.

The common allegation in the **Informations**⁴⁴ in Criminal Cases Nos. SB-16-CRM-0909 to 0939 for **Malversation** is that accused Eguia, together with accused Plazos, as Municipal Treasurer, and accused Madridondo, as Senior Bookkeeper and OIC Municipal Accountant, "taking advantage of their official positions, and conspiring and confederating with one another, did then and there willfully, unlawfully and feloniously misappropriate or neglect, permit accused CRISOSTOMO TACLAP EGUIA, JR. to obtain public funds, under their charge and custody, in the form of a cash advance in the amount of Eleven Thousand Four Hundred Twenty Pesos (Php11,420.00) per undated Disbursement Voucher No. 1040, notwithstanding the lack of supporting documents and the failure to liquidate prior cash advances also obtained by him, in violation of pertinent laws or other government accounting or auditing rules and regulations, and which public funds they failed to immediately account for, settle, and/or have duly forthcoming despite demand by State Auditor III Maria Fe A. Apigo of the Commission on Audit, a duly authorized officer, to the damage and prejudice of the government and the public interest in the aforesaid amount."

⁴⁴ see Record of Informations in Criminal Cases Nos. SB-16-CRM-0909 to 0939, pp. 1-124

At the outset, in fourteen (14) of the thirty-one (31) Criminal Cases docketed as SB-16-CRM-0909 to 0939, the alleged **DVs** showing the cash advances purportedly obtained by accused Eguia were also not presented as evidence, nor were they mentioned in the **Certification**⁴⁵ dated January 11, 2018 of prosecution witness Balanay as among those audited by the audit teams in previous years. These are as follows:

	Criminal Case No.	DV No.
1	0910	1711
2	0911	1422
3	0915	194
4	0922	2157
5	0923	247
6	0925	540
7	0926	821

	Criminal Case No.	DV No.
8	0927	1208
9	0928	1352
10	0929	1807
11	0931	2259
12	0934	1931
13	0935	2027
14	0936	201

Again, in the absence of the basic documents referred to in the **Informations** allegedly showing the cash advances purportedly obtained by accused Eguia in the above-mentioned criminal cases, the evidence is rendered insufficient to prove his guilt beyond reasonable doubt.

Anent the seventeen (17) other criminal cases of **Malversation of Public Funds**, the Court will proceed to discuss the charge vis-a-vis the elements thereof.

Article 217 of the Revised Penal Code on Malversation of Public Funds provides:

“Art. 217. *Malversation of public funds or property: Presumption of Malversation.* – Any public officer who, by reason of the duties of his office, is accountable for public funds or property, shall appropriate the same or shall take or misappropriate or shall consent, or through abandonment or negligence, shall permit any other person to take such public funds or property xxx.”

⁴⁵ Exhibit “S²⁵”

The elements ⁴⁶ of **Malversation Of Public Funds** are the following:

1. that the offender is a public officer;
2. that he has the custody and control of funds or property by reason of the duties of his office;
3. that the funds or property are public funds or property for which he is accountable; and
4. that he appropriated, took, misappropriated or consented or, through abandonment or negligence, permitted another person to take them.

After a careful study, the Court rules that accused Eguia cannot be held liable for **Malversation** within the contemplation of **Article 217 of Revised Penal Code**.

The various amounts mentioned in the subject **Informations** filed were not public funds under the custody or control of accused Eguia which he appropriated, took or misappropriated. The monies were received by him as cash advances for the purposes indicated in the DVs, with the obligation to submit liquidations within the period provided for by law. This is so even if these cash advances were obtained by him notwithstanding the lack of supporting documents and failure to liquidate prior cash advances. The fact that the liquidations were eventually made by accused Eguia way beyond the period required by law does not warrant the conclusion that he appropriated, took or misappropriated the amounts received by him as cash advances making him liable for the crime of **Malversation**. Thus, it was held that if an accountable public officer did not convert public funds or property to his own use or to the use of any other person, or did not permit anybody else to convert it, he is not guilty of **Malversation**.⁴⁷

⁴⁶ Ocampo v. People, 543 SCRA 487

⁴⁷ People v. Catolico, 18 Phil. 428

c) Criminal Cases Nos.
SB-16-CRM-0940 to 1000

The Court will now tackle Criminal Cases Nos. SB-16-CRM-0940 to 1000 where accused Eguia alone is charged with sixty-one (61) counts of the offense of **Failure of Accountable Officer To Render Accounts**, under sixty-one (61) separate **Informations**⁴⁸ all dated May 31, 2016.

The common allegations in the **Informations**⁴⁹ in Criminal Cases Nos. SB-16-CRM-0940 to 1000 is that accused Eguia “**then Mayor of the Municipality of Katipunan, Province of Zamboanga del Norte, a public officer who is accountable for public funds or properties received, entrusted, or under his control or custody by reason of the duties of his office, and who is required by law or regulation to render accounts, committing the crime charged in relation to his duties, taking advantage of his official position, did then and there willfully, unlawfully and feloniously fail to render account on the cash advance he obtained xxx, in the amount of xxx under Disbursement Voucher No. xxx, within the period of two months after such account should have been rendered under Commission on Audit Circulars No. 97-002 dated 10 February 1997 and No. 96-004 dated 19 April 1996, to the prejudice of the Government.**”

To start with, in seventeen (17) of the sixty-one (61) Criminal Cases docketed as SB-16-CRM-0940 to 1000, the alleged **DVs** showing the cash advances purportedly obtained by accused Eguia were not presented as evidence, nor were they mentioned in the **Certification** dated January 11, 2018 of prosecution witness Balanay as among those audited by the audit teams in previous years. These seventeen (17) criminal cases, where proof the **DVs** was not adduced, are as follows:

⁴⁸ see Record of Informations in Criminal Cases Nos. SB-16-CRM-0940 to 1000, pp. 1-183

⁴⁹ Id

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	Criminal Case No.	DV No.
1	0941	1422
2	0943	1711
3	0958	2157
4	0960	247
5	0962	540
6	0963	821
7	0964	1208
8	0965	1352

	Criminal Case No.	DV No.
9	0966	1807
10	0970	2259
11	0972	48
12	0977	1090
13	0983	1931
14	0984	2027
15	0986	201
16	0987	331
17	0188	412

As it is, in the absence again of the basic documents referred to in the **Informations** showing the alleged cash advances purportedly obtained by accused Eguia in the above-mentioned seventeen (17) criminal cases, the evidence is insufficient to prove beyond reasonable doubt the guilt of said accused.

With respect to the forty-four (44) other cases of **Failure of Accountable Officer to Render Accounts**, the Court will now deal with the charge *vis-a-vis* the elements thereof.

Article 218 of the Revised Penal Code reads:

"Art. 218. *Failure of accountable officer to render accounts.* — Any public officer, whether in the service or separated therefrom by resignation or any other cause, who is required by law or regulation to render account to the Insular Auditor, or to a provincial auditor and who fails to do so for a period of two months after such accounts should be rendered, shall be punished by *prisión correccional* in its minimum period, or by a fine ranging from 200 to 6,000 pesos, or both."

The elements⁵⁰ of the offense under **Article 218** above are the following:

⁵⁰ Reyes, Revised Penal Code, Book Two, p. 420

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1. That the offender is a public officer, whether in the service or separated therefrom.
2. That he must be an *accountable officer* for public funds or property;
3. That he is required by law or regulation to render accounts to the Commission on Audit, or to a provincial auditor; and
4. That he fails to do so for a period of *two months* after such accounts should be rendered.

The forty-four (44) Criminal Cases where there is evidence of the **DVs** covering cash advances for local travels of accused Eguia are as follows:

	Criminal Case No.	Amount of Cash Advance	Disbursement Voucher (DV) No.	Date of DV
1	0940	P24,500.00	1311	June 2007
2	0942	P25,000.00	1654	August 2007
3	0944	P11,480.00	1917	October 2007
4	0945	P4,000.00	1983	October 2007
5	0946	P40,000.00	2204	November 2007
6	0947	P30,000.00	2254	December 2007
7	0948	P50,000.00	22	January 2008
8	0949	P20,000.00	393	February 2008
9	0950	P30,000.00	600	March 2008
10	0951	P20,000.00	871	May 2008
11	0952	P20,000.00	1026	May 2008
12	0953	P25,000.00	1145	June 2008
13	0954	P30,000.00	1367	July 2008
14	0955	P13,000.00	2074	October 2008
15	0956	P30,000.00	1920	October 2008
16	0957	P10,000.00	1939	October 2008
17	0959	P11,908.00	194	February 2008
18	0961	P10,000.00	469	February 2009
19	0967	P15,000.00	2111	October 2009
20	0968	P50,000.00	2221	October 2009
21	0969	P26,734.00	2364	November 2009
22	0971	P25,000.00	2498	December 2009
23	0973	P40,000.00	283	February 2010
24	0974	P35,000.00	477	March 2010
25	0975	P12,000.00	738	April 2010
26	0976	P40,000.00	1007	May 2010
27	0978	P7,000.00	1127	June 2010
28	0979	P40,000.00	1202	July 2010
29	0980	P10,000.00	1597	August 2010
30	0981	P30,000.00	1681	September 2010

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31	0982	P40,000.00	1923	October 2010
32	0985	P30,000.00	2041	December 2010
33	0989	P30,000.00	484	March 2011
34	0990	P30,000.00	566	April 2011
35	0991	P8,000.00	876	May 2011
36	0992	P15,000.00	895	May 2011
37	0993	P30,000.00	1153	June 2011
38	0994	P6,000.00	1267	July 2011
39	0995	P6,000.00	1334	July 2011
40	0996	P40,000.00	1386	July 2011
41	0997	P50,000.00	1628	September 2011
42	0998	P40,000.00	2002	October 2011
43	0999	P35,000.00	2186	December 2011
44	1000	P11,420.00	1040	Within the period of two months

In the forty-four (44) Criminal Case enumerated above, the elements of the offense charged against accused Eguia are present:

First, as Municipal Mayor of Katipunan, Zamboanga del Norte at the time he obtained the cash advances in question, accused Eguia was undoubtedly a public officer in the active service.

Second, also as Municipal Mayor, accused Eguia was accountable for public funds and property. He was accountable for the amounts he obtained from the municipality as cash advances for local travels.

Third, he was required by law to render an account of the cash advances that he obtained.

Section 3.1.2 of Commission on Audit (COA) Circular No. 96-004 dated April 19, 1996, on **Liquidation of Cash Advance**, provides:

“3.1.2 Liquidation of Cash Advance

3.1.2.1 The cash advance for travel shall be liquidated by the official/employee concerned strictly within thirty (30) days after his return to his permanent official station as required under Section 16 of EO 248 as amended otherwise, payment of his salary shall be suspended until he complies therewith.”

On the other hand, **Section 5 and subsections of COA Circular No. 97-002** dated February 10, 1997 read:

“5. LIQUIDATION OF CASH ADVANCES

5.1 The AO shall liquidate his cash advance as follows:

5.1.1 Salaries, Wages, etc. - within five (5) days after each fifteen (15) day/end of the month pay period.

5.1.2 Petty Operating Expenses and Field Operating Expenses - within twenty (20) days after the end of the year; subject to replenishment as frequently as necessary during the year.

5.1.3 Official Travel - within sixty (60) days after return to the Philippines in the case of foreign travel or within thirty (30) days after return to his permanent official station in the case of local travel, as provided for in EO 248 and COA Circular No. 96-004. Failure of the AO to liquidate his cash advance within the prescribed period shall constitute a valid cause for the withholding of his salary and the instruction of other sanctions as provided for under paragraphs 9.2 and 9.3 hereof.”

Fourth, the evidence on record readily shows that, while accused Eguia obtained his cash advances for local travel from June 2007 to December 2011, he started to liquidate them only in the year 2012.

Prosecution witness Apigo, a COA State Auditor who was the Audit Team Leader of the Audit Team assigned in the Municipality of Katipunan, and who signed the **Demand Letter**⁵¹ dated February 7, 2012 sent to accused Eguia, testified that accused Eguia has a total unliquidated cash advances of P1,871,953.59 as of December 31, 2011. In her **Judicial Affidavit**⁵² which constituted her direct testimony, prosecution witness Apigo, declared, *inter alia*:

⁵¹ Exhibit “Y”

⁵² Record, Vol. 2-A, pp. 1-18

"29. Q: Hon. Crisostomo T. Eguia, Jr., ("Eguia, Jr.") one of the accused in this case, is among those Accountable Officers who failed to liquidate based on the Municipality's Trial Balance as of December 31, 2011, correct?

A: Yes;

30. Q: Let us focus our attention to Eguia, Jr., when you observed that there are unliquidated CASH ADVANCES what action/s did you take, if any?

A: I sent a Demand Letter dated February 7, 2012 addressed to Eguia, Jr., requiring him to settle his accountabilities with their Accounting Section within thirty (30) days from receipt of the said letter.

Manifestation: The Demand Letter (certified true copy), consisting of two (2) pages were pre-marked during the preliminary conference as Exhibit "Y" and "Y-1".

xxx.

xxx.

35. Q: How much is the total amount of unliquidated cash advances incurred by Eguia, Jr.?

A: Eguia, Jr. has an outstanding unliquidated cash advances in the total amount of One Million Eight Hundred Seventy One Thousand Nine Hundred Fifty Three and Fifty-Nine Centavos (Php1,871,953.59) as of December 31, 2011.

36. What document/s is/are your bases of the demand letter dated February 7, 2012 addressed to Eguia, Jr.?

A: I prepared, in a tabular format, a Statement of Cash Advances and Liquidations ("Statement") as regards Eguia, Jr., relative to his intermittent local travels from March 1998 to December 1, 2011. I prepared the said Statement based on the Schedule of the General Fund Trial Balance as of December 31, 2011, which was submitted to me by the Municipal Accountant of Katipunan.

Manifestation: The Statement of Cash Advances and Liquidations (certified true copy), consisting of three (3) pages, were pre-marked as Exhibits "Y-2"; "Y-3" and "Y-4", respectively.

37. Q: If the Statement of Cash Advances and Liquidations pre-marked as Exhibit "Y-2"; "Y-3" and "Y-4" will be shown to you, will you be able to recognize and identify it?

A: Yes, sir.

38. Q: I'm showing you a Statement of Cash Advances and Liquidations as of December 31, 2011, is this the Statement that you prepared?

A: Yes, this is the same statement that I prepared, and I also attached it to the Demand Letter which I sent to Eguia, Jr.

39. Q: What made you say that this is the same Statement that you prepared?

A: My name and signature appear on the lower right portion of the last page thereof.

Manifestation: The name and signature of the witness was bracketed and marked as Exhibit "Y-6"

40. Q: How much is the total amount of cash advances made by Eguia, Jr. from March 1998 to December 1, 2011?




A: Eguia, Jr. received cash advances in the total amount of Two Million Six Hundred Ninety-One Thousand Eight Hundred Fifty-Five Pesos (Php2,691,855.00) from March 1998 to December 1, 2011.

41. Q: How about the total amount of liquidations made by Eguia, Jr. as of December 31, 2011 relative to his cash advances from March 1998 to December 1, 2011?

A: Eguia, Jr. had a total liquidations of Eight Hundred Nineteen Thousand Nine Hundred One Pesos and Fifty-Nine Centavos (Php819,901.41).⁵³

Prosecution witness Balanay, also a State Auditor of the COA who was assigned in the Municipality of Katipunan, testified that accused Eguia started to liquidate his cash advances only in 2012. He declared, *inter alia*:

⁵³ Id, pp. 7-10



“CHAIRPERSON HERRERA:

Okay. Go ahead.

PROS. ARCE:

Based on the documents that you submitted, when were these cash advances liquidated if you know?

CHAIRPERSON HERRERA:

You are referring to 2007 to 2011?

PROS. ARCE:

Yes, Your Honor.

WITNESS:

On 2014, all have been liquidated.

PROS. ARCE:

Q Only on 2014?

WITNESS:

A I can only speak of the 2014.

CHAIRPERSON HERRERA:

No he's only asking when were they liquidated. Was the liquidation on 2014 or even before 2014?

WITNESS:

Even before 2014, Sir.

CHAIRPERSON HERRERA:

Okay.

WITNESS:

Your Honor, 2012.

PROS. ARCE:

2012?

WITNESS:

Yeah.

PROS. ARCE:

Q So that is one year beyond. Let us assume that the last travel is 2011. That is one year after. Beyond the 30 day period.

WITNESS:

A Yes, Sir."⁵⁴

COA Assistant Commissioner Juliano, who also testified for the prosecution, corroborated the testimonies of State Auditors Apigo and Balanay. Mr. Juliano, in his **Judicial Affidavit**,⁵⁵ declared:

"22. What is your basis in saying that the LGU-Katipunan officials covered in the Report violated the laws and rules that you just mentioned?

A: *In the case of Mayor Crisostomo T. Eguia and Vice-Mayor Patchito Eguia, it is clear that, after evaluation of the collated documents, their cash advances dating as far back in 1998 remained unliquidated despite demand in February of 2012. They grossly violated the aforementioned COA Circulars and laws by effecting the liquidation of their cash advances a number of years after it should have been done. Also, at the time of the writing of our Report, Mayor Eguia, Jr. and Vice-Mayor Eguia were still not able to fully liquidate all of their cash advances.*

In addition, their cash advances for travel expenses revealed the absence of basic documentary requirements for local travel such as, office/travel orders, itinerary of travels and certification of the Accountant that the previous cash advance has been liquidated.

We also found that most of the local travels of Vice-Mayor Eguia were done for the periodic check-up/repair and/or purchase of spare parts of the municipality's vehicle; while the itineraries of Mayor Eguia, Jr. were approved by the mayor himself instead of the Provincial Governor."⁵⁶

⁵⁴ TSN of January 22, 2018, pp. 17-18

⁵⁵ Record, Vol. 3, pp. 72-80

⁵⁶ Id, p. 76

When he took the witness stand, Mr. Juliano, on re-direct examination, explained:

“PROS. ARCE:

Q In the case of travel expense, in a domestic travel, what is the period to liquidate for the cash advance?

WITNESS:

A For domestic travel, 30 days after official return to official station.

PROS. ARCE:

Q Okay, and you've mentioned that the travel of the accused, the cash advances were made as early as the year, what year Mr. Witness?

WITNESS:

A 1998.

PROS. ARCE:

Q Up to what year Sir?

WITNESS:

A Up to December 1, 2011.

PROS. ARCE:

Q Okay, based on your final evaluation report in the COA Office, when did the accused liquidate his cash advances from 1998 to 2011?

WITNESS:

A Based on our reports Your Honor, the accused made the, on May 14, 2012 Your Honor, in our report, the accused return the full amount of cash advance, for example granted in August of 2000, he was granted the P12,000.00 cash advance and he made a full refund on May 14, 2012 for the P12,000.00⁵⁷

⁵⁷ TSN of February 19, 2018, pp. 19-20

[Handwritten marks: a blue checkmark on the left, a blue horizontal line with a dot in the center, and a blue scribble on the right.]

Clearly, accused Eguia is liable under **Article 218 of the Revised Penal Code**. **Article 218** does not require that there be a demand by the COA or provincial auditor that the public officer should render an account. It is sufficient that there is a law or regulation requiring him to render account. It is also not essential that there be misappropriation, under **Article 217**. If there is misappropriation he would be liable also for **Malversation** under **Article 217**.⁵⁸

d) Criminal Cases Nos.
SB-16-CRM-1001 to 1060

Finally, the Court will resolve Criminal Cases Nos. SB-16-CRM-1002 to 1060 where accused Eguia, et al. are charged with sixty (60) counts of **Violation of Section 89**, in relation to **Section 128, of Presidential Decree (P.D.) No. 1445**, or the **Government Auditing Code of the Philippines**.

The common allegation in the sixty (60) **Informations**⁵⁹ in Criminal Cases Nos. SB-16-CRM-1001 to 1060 is that accused Eguia, as Municipal Mayor, accused Plazos, a Municipal Treasurer, and accused Madridondo, as Senior Bookkeeper and OIC Municipal Accountant, “**conspiring and confederating with one another, did then and there willfully, unlawfully and criminally permit accused CRISOSTOMO TACLAP EGUIA, JR., to obtain public funds, under their charge and custody, in the form of a cash advance in the amount xxx per xxx Disbursement Voucher No. xxx, notwithstanding the lack of a legally authorized specific purpose and/or failure to make a prior settlement or proper accounting of a previous cash advance, and/or which cash advance in the aforesaid amount was not reported on and liquidated as soon as the purpose for which it was given has been served, to the damage**

⁵⁸ Reyes, Revised Penal Code, Book Two, p. 420

⁵⁹ see Record of Informations in Criminal Cases Nos. SB-16-CRM-1002 to 1060, pp. 1-240

and prejudice of the government and the public interest in the aforesaid amount.”

In seventeen (17) of the sixty (60) Criminal Cases docketed as SB-16-CRM-1001 to 1060, the **DVs** referred to in the **Informations** allegedly showing the cash advances purportedly obtained by accused Eguia were not presented as evidence, nor were they mentioned in the **Certification** dated January 11, 2018 of prosecution witness Balanay as among those audited by the audit team in previous years. These are as follows:

	Criminal Case No.	DV No.
1	1002	1422
2	1004	1711
3	1020	2157
4	1021	247
5	1023	540
6	1024	821
7	1025	1208
8	1026	1352
9	1027	1807

	Criminal Case No.	DV No.
10	1030	2259
11	1033	48
12	1038	1090
13	1044	1931
14	1045	2027
15	1047	201
16	1048	33
17	1049	412

Hence, in the above enumerated Criminal Cases, the evidence is insufficient to prove beyond reasonable doubt the guilt of accused Eguia.

On the forty-six (46) other cases for **Violation of Section 89**, in relation to **Section 128 of P.D. No. 1445**, the Court will now discuss the charge *vis-a-vis* the elements in relation to the evidence adduced.

Section 89 of P.D. 1445 reads:

“Section 89. *Limitations on cash advance.* No cash advance shall be given unless for a legally authorized specific purpose. A cash advance shall be reported on and liquidated as soon as the purpose for which it was given has been served. No additional cash advance shall be allowed to

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any official or employee unless the previous cash advance given to him is first settled or a proper accounting thereof is made.”

On the other hand, **Section 128 of P.D. 1445** provides:

“Section 128. *Penal provision.* Any violation of the provisions of Sections 67, 68, 89, 106, and 108 of this Code or any regulation issued by the Commission implementing these sections, shall be punished by a fine not exceeding one thousand pesos or by imprisonment not exceeding six (6) months, or both such fine and imprisonment in the discretion of the court.”

The forty-three (43) Criminal Cases where there is evidence of the **DVs** covering cash advances for local travels of accused Eguia are as follows:

	Criminal Case No.	Amount of Cash Advance	Disbursement Voucher (DV) No.	Date of DV
1	1001	P11,420.00	1040	undated
2	1003	P25,000.00	1654	August 2007
3	1005	P11,480.00	1917	October 2007
4	1006	P4,000.00	1983	October 2007
5	1007	P40,000.00	2204	November 2007
6	1008	P30,000.00	2254	December 2007
7	1009	P50,000.00	22	January 2008
8	1010	P11,908.00	194	February 2008
9	1011	P20,000.00	393	February 2008
10	1012	P30,000.00	600	March 2008
11	1013	P20,000.00	871	May 2008
12	1014	P20,000.00	1026	May 2008
13	1015	P25,000.00	1145	June 2008
14	1016	P30,000.00	1367	July 2008
15	1017	P10,000.00	1939	October 2008
16	1018	P30,000.00	1920	October 2008
17	1019	P13,000.00	2074	October 2008
18	1022	P10,000.00	469	February 2009
19	1028	P15,000.00	2111	October 2009
20	1029	P50,000.00	2221	October 2009
21	1031	P26,734.00	2364	November 2009
22	1032	P25,000.00	2498	December 2009
23	1034	P40,000.00	283	February 2010
24	1035	P35,000.00	477	March 2010
25	1036	P12,000.00	738	April 2010
26	1037	P40,000.00	1007	May 2010
27	1039	P7,000.00	1127	June 2010
28	1040	P40,000.00	1202	July 2010

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29	1041	P10,000.00	1597	August 2010
30	1042	P30,000.00	1681	September 2010
31	1043	P40,000.00	1923	October 2010
32	1046	P30,000.00	2041	December 2010
33	1050	P30,000.00	484	March 2011
34	1051	P30,000.00	566	April 2011
35	1052	P8,000.00	876	May 2011
36	1053	P15,000.00	895	May 2011
37	1054	P30,000.00	1153	June 2011
38	1055	P6,000.00	1267	July 2011
39	1056	P6,000.00	1334	July 2011
40	1057	P40,000.00	1386	July 2011
41	1058	P50,000.00	1628	September 2011
42	1059	P40,000.00	2002	October 2011
43	1060	P35,000.00	2186	December 2011

Based on the evidence adduced by the prosecution, accused Eguia is liable for **Violation of Section 89 of P.D. 1445** charged in the forty-six (46) Criminal Cases enumerated above. Considering that he started to liquidate all his cash advances for his local travels from 2007 to 2011 only in the year 2012, then the series of cash advances mentioned in the forty-six (46) Criminal Cases above were obtained without prior the ones being first settled or proper accounting made, in clear **Violation of Section 89 of P.D. 1445**.

It needs to be emphasized that accused Eguia merely made a sweeping assertion that he has already liquidated all his cash advances. He stated that he submitted all his documents to the accounting office but did not dispute the declarations of the prosecution witnesses.

WHEREFORE, premises considered, judgment is hereby rendered as follows:

- 1) In Criminal Cases Nos. SB-16-CRM-0849 to 0908, where accused Crisostomo T. Eguia, Jr. is charged with sixty (60) counts of **Violation of Section 3(e) of Republic Act (R.A.) No. 3019**, or the **Anti-Graft and Corrupt Practices Act**, the accused is hereby

acquitted for failure of the prosecution to prove his guilt beyond reasonable doubt;

- 2) In Criminal Cases Nos. SB-16-CRM-0909 to 0939, where accused Crisostomo T. Eguia, Jr. is charged with thirty-one (31) counts of **Malversation of Public Funds under Article 217 of the Revised Penal Code**, the said accused is hereby acquitted for failure of the prosecution to prove his guilt beyond reasonable doubt;
- 3) In Criminal Cases Nos. SB-16-CRM-0941, 0943, 0958, 0960, 0962, 0963, 0964, 0965, 0966, 0970, 0972, 0977, 0983, 0984, 0986, 0987 and 0988, where accused Crisostomo T. Eguia, Jr. is charged with seventeen (17) counts of **Violation of Article 218 of the Revised Penal Code, or Failure of Accountable Officer To Render Accounts**, the said accused is hereby acquitted for failure of the prosecution to prove his guilt beyond reasonable doubt;
- 4) In Criminal Cases Nos. SB-16-CRM-0940, 0942, 0944 to 0957, 0959, 0961, 0967 to 0969, 0971, 0973 to 0976, 0978 to 0985, 0989 to 1000, where accused Crisostomo T. Eguia, Jr. is charged with forty-four (44) counts of **Violation of Article 218 of the Revised Penal Code, or Failure of Accountable Officer To Render Accounts**, the Court finds said accused guilty beyond reasonable doubt of the offense charged in the forty-four (44) **Informations** dated August 11, 2016.

Accused Eguia is hereby sentenced to suffer the penalty of imprisonment of six (6) months and one (1) day of *prision correctional* and to pay a fine of P6,000.00 in each of the forty-four (44) Criminal Cases, or the total amount of P328,000.00, with subsidiary imprisonment in case of insolvency.

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- 5) In Criminal Cases Nos. SB-16-CRM-1002, 1004, 1020, 1021, 1023, 1024, 1025, 1026, 1027, 1030, 1033, 1038, 1044, 1045, 1047, 1048 and 1049, where accused Crisostomo T. Eguia, Jr. is charged with seventeen (17) counts of **Violation of Section 89 of Presidential Decree (P.D.) No. 1445**, or the **Government Auditing Code of the Philippines**, the said accused is hereby acquitted for failure of the prosecution to prove his guilt beyond reasonable doubt; and
- 6) In Criminal Cases Nos. SB-16-CRM-1001, 1003, 1005 to 1019, 1022, 1028 and 1029, 1031 and 1032, 1034 to 1037, 1039 to 1043, 1046, 1050 to 1060, where accused Crisostomo T. Eguia, Jr. is charged with forty-three (43) counts of **Violation of Section 89 of Presidential Decree (P.D.) No. 1445**, or the **Government Auditing Code of the Philippines**, the Court finds said accused guilty beyond reasonable doubt of the offense charged in the forty-three (43) **Informations** all dated May 31, 2016 in the aforementioned Criminal Cases.

Pursuant to **Section 128 of P.D. 1445**, he is hereby sentenced to suffer imprisonment of six (6) months and to pay a fine of P1,000.00 in each of the aforementioned forty-three (43) Criminal Cases, or the total amount of P43,000.00, with subsidiary imprisonment in case of insolvency.

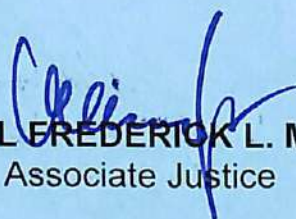
Let these cases be archived with respect to accused Cipriano Balolot Plazos and Urdaneta Calisas Madridondo, to be revived upon their arrest or voluntary surrender. Issue bench warrants of arrest against accused Plazos and Madridondo.

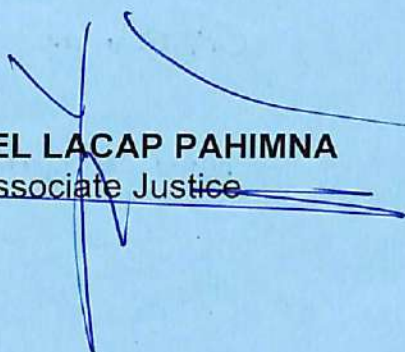
SO ORDERED.


OSCAR C. HERRERA, JR.
Chairperson
Associate Justice




We concur:


MICHAEL FREDERICK L. MUSNGI
Associate Justice


LORIFEL LACAP PAHIMNA
Associate Justice

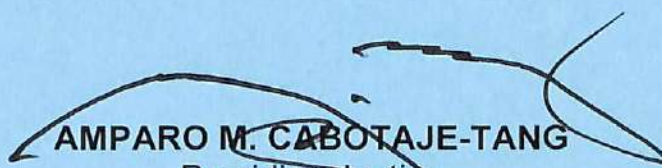
ATTESTATION

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.


OSCAR G. HERRERA, JR.
Chairperson
Second 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

Received

Crisostomo T. Eguia Jr. }

Atty. Stephen E. Cascolan }


NICARTER ALVARADO
9-27-19

FOL: Bonipayo & Partners
LAW FIRM