



REPUBLIC OF THE PHILIPPINES  
Sandiganbayan  
Quezon City

FOURTH DIVISION

PEOPLE OF THE PHILIPPINES,  
Plaintiff,

- versus -

MONIB DIMAPORO, ADAM ASI,  
HERNANI A. REDOSENDO,  
CONSTANCIO CASSER,  
NARCISO CASSER, ROLANDO  
ORIG, CARLOS E. INDONG,  
SAIDONA KAYOG ABAS, SEKI  
BANSIAN, UBONG AKOY,  
BENIGNO LICUANAN DAGA,  
VICTORIO G. MORALES, SEMA  
LAMPONI, CAMLON Z.  
MAULANA, ABDULKADIL ABAS,  
MELENCIO SANGAMA,  
ANASTACIO ROXAS and  
MADATU "MIKE" ALIUDIN,  
Accused.

**CRIM. CASE NO. 24270**  
For: Violation of Section  
3(e) of R. A. No. 3019

Present:

QUIROZ, J., *Chairperson*  
CRUZ, J.  
JACINTO, J.

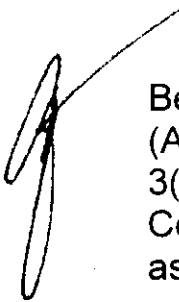
Promulgated on:

September 28, 2018 *uab*



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DECISION

CRUZ, J.

 In an Information filed with the Court on 6 October 1997, Benigno Licuanan Daga (hereinafter, "Daga"), Saidona Kayog Abas (Abas) and the other accused are charged with violation of Section 3(e) of Republic Act (R.A.) No. 3019, known as the Anti-Graft and Corrupt Practices Act. The accusatory portion of the Information reads as follows:

That in or about 1984 and for sometime thereafter, in the City of Cotabato, Philippines and within the jurisdiction of this Honorable Court, the above named accused Monib Dimaporo, Regional

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Director of the Department of Agrarian Reform, Region XII, Cotabato City, Narciso Casser, Constancio Casser, Saidona Abas, Ubong Akoy, Carlos Indong, Seki Bansuan, Rolando Orig, employees of the Department of Agrarian Reform, Region XII, Cotabato City, Victorio Morales, Benigno Daga, of the Bureau of Lands, Cotabato City, Hernani Redosendo of the Land Bank, Adam Asi, Register of Deeds of Maguindanao at Cotabato City all with salary grade lower than 27 except for respondent Dimaporo, who is a high ranking officer, confederating and conspiring with one another and with private respondents Sema Lamponi, Camlon Maulana, Abdulkadil Abas, Melencio Sangama, Anastacio Roxas, Madatu Aliudin, did then and there willfully, unlawfully and feloniously falsify and/or cause the falsification of official documents by making it appear that spouses Filomeno Besas and Virginia Cerezo offered their land covered by Original Certificate of Title No. P-04856 containing an area of 19 hectares more or less situated at Baca, Upi, Maguindanao registered in the name of Virginia Cerezo for coverage of Operation Land Transfer when in truth and in fact the said land owners did not make the offer as they in fact were unaware of it which scheme led to the approval of the offer and payment of the land to the accused and the dispossession of the true owners thereby causing undue injury to the latter thru malice and evident bad faith.

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

On 9 June 2004, the Court ordered the archiving of this case, considering that all the accused have remained at large, subject to its eventual reinstatement or revival when the Court shall have finally acquired jurisdiction over their persons either by their actual arrest or voluntary surrender.<sup>2</sup>

Daga submitted his person to the jurisdiction of the Court by posting bail for his provisional liberty.<sup>3</sup> He was arraigned on 5 October 2012 and pleaded "not guilty" to the offense charged in the Information.<sup>4</sup>

On the other hand, Abas posted bail for his provisional liberty on 22 June 2016.<sup>5</sup> During his arraignment on 3 August 2016, Abas pleaded "not guilty" to the charge.<sup>6</sup> He filed a Motion to Dismiss<sup>7</sup> the case but the same was denied by the Court.<sup>8</sup>

<sup>1</sup> Records, Vol. 1, pp. 1-3.

<sup>2</sup> Minute Resolution dated 9 June 2004, *Id.*, p. 114.

<sup>3</sup> *Id.*, pp. 157.

<sup>4</sup> *Id.*, pp. 154-156.

<sup>5</sup> Order dated 22 June 2016, *Id.*, p. 497.

<sup>6</sup> Order dated 3 August 2016, *Id.*, pp. 512-513.

<sup>7</sup> *Id.*, pp. 506-508.

<sup>8</sup> Resolution dated 15 March 2017, *Id.*, pp. 569-573.

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Their other co-accused have remained at large.

The prosecution and Daga submitted a joint stipulation of facts containing the following judicial admissions:

1. That whenever the name of accused Benigno L. Daga is mentioned in this case or in this proceeding, accused Benigno L. Daga admits that he is the same Benigno L. Daga, one of the accused in this case;

2. That during the period material to this case, accused Benigno L. Daga was an employee of the Bureau of Lands, Region XII, Cotabato City;

3. That accused Benigno L. Daga was a member of the Joint Ministry of Agrarian Reform (MAR), Bureau of Lands (BL) and Land Bank of the Philippines (LBP) Task Force Team on Operation Land Transfer, which issued a Certification dated 14 July 1984 signed by accused Benigno L. Daga, accused Rolando Orig and accused Hernani Redosendo stating that the subject land had undergone inspection and verification;

4. That the Joint Ministry of Agrarian Reform, Bureau of Lands and Landbank of the Philippines Task Force Team on Operation Land Transfer issued a Report signed by accused Benigno L. Daga, accused Rolando Orig and accused Hernani Redosendo stating that the said accused had duly verified the subject land and had conferred with the tenants of the land, and a Recommendation was likewise issued to effect payment for the value of the land to the alleged affected landowner;

5. That accused Benigno L. Daga and accused Saidona Abas signed as witnesses in the Affidavit executed by a certain Daud Makmod, an alleged tenant of the subject land;

6. That accused Benigno L. Daga and accused Saidona Abas signed as witnesses in the Affidavit executed by a certain Iskak Karim, an alleged tenant of the subject land;

7. That accused Benigno L. Daga and accused Saidona Abas signed as witnesses in the Affidavit executed by a certain Makmod Salik, an alleged tenant of the subject land;

8. That accused Benigno L. Daga and accused Saidona Abas signed as witnesses in the Affidavit executed by a certain Ibrahim Mokamad, an alleged tenant of the subject land;

9. That accused Benigno L. Daga and accused Saidona Abas signed as witnesses in the Affidavit executed by a certain Adam Salik, an alleged tenant of the subject land;

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10. That accused Benigno L. Daga and accused Saidona Abas signed as witnesses in the Affidavit executed by a certain Esmail Deka, an alleged tenant of the subject land;

11. That accused Benigno L. Daga and accused Saidona Abas signed as witnesses in the Affidavit executed by a certain Talo Mokamad, an alleged tenant of the subject land.<sup>9</sup>

The prosecution and Abas entered into a Joint Stipulation<sup>10</sup> on the following facts:

1. That whenever referred to orally or in writing by the Honorable Court and the Prosecution and/or its witnesses, accused Saidona Kayog Abas admits that he is the same Saidona Kayog Abas who is the accused in Criminal Case No. 24270;

2. That accused Saidona Kayog Abas is a public officer at the time material to this case, being then a Land Inspector at the Ministry of Agrarian Reform (now Department of Agrarian Reform) Region XII;

3. That accused Saidona Kayog Abas and his co-accused Benigno L. Daga signed as witnesses for the Affidavit of certain Daud Makmod, an alleged tenant of the subject land;

4. That accused Saidona Kayog Abas and his co-accused Benigno L. Daga signed as witnesses for the Affidavit of certain Iskak Karim, an alleged tenant of the subject land;

5. That accused Saidona Kayog Abas and his co-accused Benigno L. Daga signed as witnesses for the Affidavit of certain Makmod Salik, an alleged tenant of the subject land.

6. That accused Saidona Kayog Abas and his co-accused Benigno L. Daga signed as witnesses for the Affidavit of certain Ibrahim Mokamad, an alleged tenant of the subject land;

7. That accused Saidona Kayog Abas and his co-accused Benigno L. Daga signed as witnesses for the Affidavit of certain Adam Salik, an alleged tenant of the subject land;

8. That accused Saidona Kayog Abas and his co-accused Benigno L. Daga signed as witnesses for the Affidavit of certain Esmail Deka, an alleged tenant of the subject land;

9. That accused Saidona Kayog Abas and his co-accused Benigno L. Daga signed as witnesses for the Affidavit of a certain Talo Mokamad, an alleged tenant of the subject land.

<sup>9</sup> Pre-Trial Order dated 25 January 2013, *Id.*, pp. 220-228.

<sup>10</sup> *Id.*, pp. 553-556.

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### ISSUES

The factual and/or legal issues to be resolved, insofar as Daga is concerned, are the following:

1. Whether or not Benigno L. Daga, as then employee of the Bureau of Lands, Cotabato City, falsified or caused the falsification of official documents by making it appear that spouses Filomeno Besas and Virginia Cerezo offered the parcel of land covered by Original Certificate of Title No. 04856 with an area of nineteen (19) hectares, more or less, situated at Baca, Upi, Maguindanao for coverage under Operation Land Transfer of Presidential Decree No. 27;

2. Whether or not no offer of the said land for coverage under Operation Land Transfer was actually made by Virginia Cerezo, the registered owner of the land;

3. Whether or not the said act of falsification led to the approval by the Land Bank of the Philippines (LBP) of the land transfer claim involving the subject property, and the subsequent payment by LBP to the alleged claimant for the value of the land;

4. Whether or not the action of accused Benigno L. Daga caused undue injury to Virginia Cerezo;

5. Whether or not accused Benigno L. Daga acted with evident bad faith;

6. Whether or not accused Benigno L. Daga conspired and confederated with accused Monib Dimaporo, Adam Asi, Hernani Redosendo, Narciso Casser, Constancio Casser, Saidona Abas, Rolando Orig, Victorio Morales, Seki Bansuan, Sema Lamponi, Camlon Maulana, Abdulkadil Abas, Melencio Sangama, Anastacio Roxas, Madato Aliudin, Ubong Akoy and Carlos Elia Indong in the commission of the offense charged.<sup>11</sup>

On the other hand, Abas proposed in his Pre-Trial Brief<sup>12</sup> the only issue of whether or not he is guilty of the offense charged.

### EVIDENCE FOR THE PROSECUTION

The prosecution presented the following witnesses whose respective testimonies are summarized as follows:

<sup>11</sup> *Supra*, note 9.

<sup>12</sup> *Id.*, pp. 534-535.

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1. **Shirley D. Velasco**<sup>13</sup> (Velasco), Records Officer of the Land Bank of the Philippines (Landbank), who testified on the following matters:

Velasco had been an employee of the Landowners Compensation Department of Landbank for about twenty (20) years. Her duties involve keeping in her custody the official documents of her department particularly those involving land transfer claims. She identified a land transfer claim folder no. 84-1124 for one Virginia Cerezo involving a parcel of land (the Property) located at Baca, Upi, Maguindanao and covered by Original Certificate of Title No. P-04856. On 3 September 1984, claim folder no. 84-1124 was transmitted to Landbank by the Ministry of Agrarian Reform (MAR), as shown by a letter (Exhibit "S") of the same date. She also identified the following documents: MAR Certification dated 12 June 1984; MAR Certification/Justification (Exhibit "U") dated 18 July 1984; Landowner Work Sheet; Landowner-Tenant Production Agreement and Farmers Undertaking to Pay to Landbank (Exhibits "W" and "W-1") and other related documents in her official custody.

On cross-examination, she admitted that she was not present when the documents that she identified earlier were executed and that she had no personal knowledge thereof.

2. **Ruben V. Mabagos**<sup>14</sup> (Mabagos), head of the Landowners Compensation Department I of Land Bank of the Philippines (Landbank) during the times material to the case, who testified as follows:

The principal function of his department is to process land transfer claims forwarded by the Department of Agrarian Reform (DAR) (formerly Ministry of Agrarian Reform or MAR) and recommend payment thereof.

He identified Exhibit "S", which is the covering letter of land transfer claim in the name of Virginia Cerezo signed by then Minister of Agrarian Reform Conrado Estrella, as well as the documents attached therewith marked as Exhibits "W" and "W-1," "V," "J," "X," "U," "LL," "NN," "OO," "PP," "QQ," "RR," "SS," "TT," "KK," "T" and "Y," as the documents transmitted by MAR to his office at Landbank.

Once Landbank determines that all the documents transmitted by MAR in the claim folder are in order, they prepare a Land Transfer

<sup>13</sup> TSN, 11 February 2013, pp. 5-28.

<sup>14</sup> TSN, 15 April 2013, pp. 12-51.

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Payment Form (Exhibit "Z") and recommend payment of compensation in favor of the landowner identified by MAR, subject to compliance with other requirements. His office recommended the payment to the claimant under claim number 8411519 in the name of Virginia Cerezo. He also identified a Deed of Assignment, Warranty and Undertaking (Exhibit "G") allegedly signed by Virginia Cerezo and thumbmarked by Felomino Besas.


After his office recommended the payment of the land compensation claim, they forwarded the Payment Release Form (Exhibit "BB") to the Bond Servicing Department for the actual release of checks and bonds in favor of the landowner. The amount recommended to be released to one Virginia Cerezo was ₱211,002.50 (Exhibit "BB-1"). He knew that not all of such amount was released to Virginia Cerezo because of her failure to comply with the conditions for the release of the balance of the proceeds. Besides, there was already a notice to withhold payment because it appeared that there was another person claiming to be the real landowner. He did not know the identity of the other claimant because the actual release of payment was being handled by another department. He identified a letter (Exhibit "M") from a certain Virginia Cerezo to which he replied by way of a letter (Exhibit "N") dated 23 April 1992 inviting said landowner for a conference. Since the landowner could not make it to Manila, they offered that they would be the ones to go to Mindanao so that the conference could be held there.

On cross, Mabagos explained that all requirements needed to process the compensation for the landowner are done by DAR (formerly MAR), while the function of Landbank is to pay the landowner based on documents that are in order.


As regards the conference with the landowner that he called, he was no longer aware of what happened regarding its outcome. He mentioned that claims such as those were endorsed to the Security Department of Landbank for proper action.

3. **Marcial C. Besas**<sup>15</sup> (Marcial), employed with the Local Government Unit of Nuro Upi, Maguindanao as driver, who testified as follows:

He was one of the children of Filomeno Ancheta Besas, Sr. (Filomeno) and Virginia Cerezo-Besas (Virginia), who both died in 2006. He, together with his parents and siblings, have lived on the

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15 TSN, 12 August 2013, pp. 6-41. 

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Property owned by his mother located at Sitio Baca, *Barangay* Blensong, Nuro Upi, Maguindanao. Her mother later learned to her shock and dismay that her Property was placed under Operation Land Transfer (OLT) without her knowledge and consent. His mother, father and siblings applied for the titling of the Property way back in 1970. When the certificates of title were already released to his father and siblings, Virginia wondered why her own certificate of title was not yet released by the Register of Deeds for Maguindanao in Cotabato City (Register of Deeds). For several times, she and Marcial went to the Office of the Register of Deeds to follow up the status of her certificate of title, but they were told that the certificate of title in her name was not yet available. In 1984, when they returned to the Register of Deeds, they were informed that Virginia's certificate of title had already been released to accused Carlos Elia Indong (Indong) by accused Adam Asi (Asi), the Register of Deeds. Asi showed Virginia an authorization letter (Exhibit "F") purportedly signed by one Virginia Cerezo, authorizing Indong to claim her certificate of title. Virginia told Asi that it was not her signature. Marcial also denied that the signature (Exhibit "F-1") of one Virginia Cerezo on such authorization letter was that of his mother, Virginia, since he was familiar with her signature. When Virginia asked Asi about the authorization letter, the latter just turned his back on them. Virginia later learned that her certificate of title on the Property was already with Landbank for processing of claims under OLT.

Sometime in 1984, they went to Landbank Midsayap Branch and informed the bank of their problem and requested that the claims process involving the Property be stopped. They were advised to prepare a formal letter by way of a telegram (Exhibit "O") addressed to Atty. Ruben V. Mabagos (Mabagos) of Landbank Intramuros, Manila. Then they wrote Landbank Makati and the latter sent them a telegram to meet with Mabagos. During the meeting, Mabagos informed them that the documents relating to Virginia's Property had already been processed for OLT. Mabagos also told them that the amount of compensation to landowner was already released and only the amount of ₱35,000.00 was left unpaid. Mabagos offered to pay Virginia and Marcial the amount of ₱35,000.00 but they refused to receive the amount. Mabagos showed them specimen signature cards (Exhibit "K") containing the signatures of one Virginia Cerezo and her picture and the thumbmarks of one Felomino Besas, Sr. and his picture. Marcial denied that the picture attached to the specimen signature card of a certain Virginia Cerezo was that of her mother. Being familiar with his mother's signature, he also denied that the specimen signatures were Virginia's. He likewise denied that the picture appearing on the signature card of one Felomino Besas, Sr.






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was that of his father, Filomeno Besas, Sr.. He also denied that the thumbmarks appearing on the specimen signature card were those of his father inasmuch as his father was a retired military man and he knew how to sign. Mabagos also showed them a certificate of title (Exhibit "J") registered in Virginia's name.

After the meeting with Mabagos, Marcial and his mother returned to Maguindanao. They went to the Office of the Criminal Intelligence Service – Autonomous Region in Muslim Mindanao (CIS-ARMM) and asked for help on how to get Virginia's certificate of title back. They again wrote a letter (Exhibit "B") to Landbank. Thereafter, they went to the office of the prosecutor where they executed their sworn statements. The CIS-ARMM also took their statements (Exhibit "D" – sworn statement of Virginia Cerezo Besas; Exhibit "E" – sworn statement of Marcial C. Besas). He was present when his mother executed and swore to her affidavit before Fiscal Calob. The CIS-ARMM forwarded their complaint to the Office of the Deputy Ombudsman for Mindanao (OMB-Mindanao).

Upon query from the Court, he explained that the OMB-Mindanao conducted an investigation on their complaint. There were documents that were sent to them by such office but they were destroyed by the flashfloods in their province. He did not appear before the OMB-Mindanao.

On cross-examination, Besas explained that they went to Landbank Makati sometime in 1989. On why it took them two (2) years to go to Landbank Makati when his mother already sent her telegram to Landbank in Intramuros, Manila in 1987, he replied that they only went to Landbank Makati when they received a letter from Mabagos that they would have a conference with him in 1989. He did not have the letter from Landbank Makati asking for a conference with them because the document was already damaged by flashfloods in 2004.

He explained that they no longer sent a letter to the Register of Deeds because they did not know what to do anymore upon learning that the latter released his mother's certificate of title to another person. Aside from this certificate of title, there were two (2) other certificates of title that were previously issued to his father and to his siblings who are thirteen (13) in all. He did not sign on the affidavit that his mother executed. He did not take any step to seek any advice or examination from any government office regarding the signature he claimed to be fake. He admitted that he was not able to meet accused Benigno L. Daga. He filed the case against him because he was the



DECISION

PP vs. Dimaporo, et al.  
Crim. Case No. 24270

Page 10 of 30

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surveyor in the Bureau of Lands. He explained that the other accused were included in the Information because they were fixers.

4. **Florocito E. Ragudo**<sup>16</sup> (Ragudo), Chief of the Criminal Investigation Service at Cotabato City at the time material to the case, who testified on the following:


Sometime in 1996, his office investigated cases relating to lands under OLT. He identified Exhibit "C" as the complaint that his office filed with the OMB-Mindanao. After filing the complaint, his office received additional evidence from Landbank. As a result, his office submitted a record of investigation (Exhibit "CC") with the OMB-Mindanao that included additional documentary evidence and the names of additional respondents.

On cross-examination, Ragudo admitted that he did not sign Exhibit "C" but Col. Francisco N. Tagum. As regards Exhibit "CC", all matters contained therein were not of his personal knowledge but were gathered by his investigator.

The prosecution formally offered in evidence<sup>17</sup> the following documentary exhibits as regards Daga:

| Exhibit      | Description   |
|--------------|---|
| "A" to "A-1" | Affidavit dated 22 January 1992 of private complainant Virginia D. Cerezo-Besas   |
| "B"          | Letter-Request dated 20 January 1992 of private complainant Virginia D. Cerezo-Besas to the Regional Officer, ARMM CIS Regional Office                              |
| "C"          | Investigation Report dated 17 November 1992 of the PNP Criminal Investigation Service Command, ARMM Regional Office, submitted to the Deputy Ombudsman for Mindanao |
| "D"          | Sworn Statement of Virginia D. Cerezo-Besas dated 29 October 1992   |
| "E"          | Sworn Statement of Marcial Cerezo Besas dated 29 October 1992   |
| "F"          | Letter Authority dated 25 November 1983 in favor of accused Elia Indong to withdraw the land title claim from the Office of the Registry of Deeds, Maguindanao      |
| "F-1"        | Signature of Virginia Cerezo  |
| "G"          | Deed of Assignment, Warranties and Undertaking dated 05 October 1984  |
| "G-1"        | Signature of Virginia Cerezo  |
| "H"          | Request for Final Survey on the land subject to Operation Land Transfer, executed by accused Narciso B. Casser  |
| "I"          | Absolute Deed of Sale dated 1 December 1983 in favor of Madatu  |

  
<sup>16</sup> TSN, 2 October 2013, pp. 5-13.

<sup>17</sup> Records, Vol. 1, pp. 296-323. 



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| "I-1"   | Aliudin<br>Signature of Virginia Cerezo  |
| "J"   | Photocopy of Original Certificate of Title No. 04856 in the name of Virginia Cerezo  |
| "K," "K-1,"<br>"K-2," "K-3,"<br>"K-4," and<br>"K-5" | Specimen signature card LBP Form No. 04-215-0  |
| "L"   | Letter of accused Adam Asi dated 23 December 1985 to Land Bank of the Philippines (LBP).   |
| "M"   | Letter of Ruben V. Mabagos, AVP, LBP, dated 23 April 1992, to private complainant Virginia Cerezo-Besas  |
| "N"   | Letter of Ruben V. Mabagos, AVP, LBP, dated 8 July 1992, to private complainant Virginia Cerezo-Besas  |
| "O"   | RCPI Telegram of private complainant Virginia Cerezo-Besas   |
| "P"   | Letter Request of Virginia Cerezo to the Manager, Agrarian Legal Office, Landbank of the Philippines dated 1 March 1989  |
| "S"   | Letter of the Ministry of Agrarian Reform to the Land Bank of the Philippines dated 3 September 1984   |
| "T"   | Certification from Ministry of Agrarian Reform, Regional Office No. XII, Cotabato City dated 12 June 1984  |
| "T-1"   | Signature of accused Constanca B. Casser   |
| "T-2"   | Signature of accused Narciso B. Casser   |
| "T-3"   | Signature of accused Monib B. Dimaporo   |
| "U"   | Certification/Justification dated 18 July 1984 of Ministry of Agrarian Reform  |
| "V"   | DAR OLT Form No. C-3, Revised OLT Form No. 05, Landowner Worksheet dated 27 December 1983  |
| "W"   | Landowner-Tenant Production Agreement and Farmers Undertaking to Pay the Landbank of the Philippines   |
| "W-1"   | Landowner-Tenant Production Agreement and Farmers Undertaking to Pay the Landbank of the Philippines   |
| "W-2"   | Name of Landowner identified as Virginia Cerezo  |
| "X"   | DAR OLT Form No. C-1 Landowners Information Sheet dated 15 January 1984  |
| "Y"   | Landowner's Affidavit and Undertaking dated 31 May 1984  |
| "Z"   | Land Transfer Payment Form approving Land Transfer Claim No. 84-1124 covering OCT P-04856 dated 11 September 1984  |
| "BB"  | Payment Release Form dated 26 October 1984   |
| "BB-1"  | Recommended Payment of Php211,002.50 for owner   |
| "CC"  | Letter of PNP-CISC-ARMM to Ombudsman for Mindanao dated 10 February 1983   |
| "CC-1"  | Signature of Florocito E. Ragudo   |
| "KK"  | Certification of Joint Ministry of Agrarian Reform, Bureau of Lands and Land Bank of the Philippines Task Force Team on Operation Land Transfer dated 14 July 1984 |
| "KK-1"  | Signature of Accused Ronaldo L. Orig   |
| "KK-2"  | Signature of Accused Hernani A. Redosendo  |
| "KK-3"  | Signature of Accused Benigno L. Daga   |
| "LL"  | Report by Joint Ministry of Agrarian Reform, Bureau of Lands and Land Bank of the Philippines Task Force Team on Operation Land Transfer                           |

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| "LL-1" | Signature of Accused Ronaldo L. Orig                                       |
| "LL-2" | Signature of Accused Hernani A. Redosendo                                  |
| "LL-3" | Signature of Accused Benigno L. Daga                                       |
| "NN"   | Affidavit of tenant Daud Makmod  |
| "NN-1" | Signature of Accused Saidona Abas  |
| "NN-2" | Signature of Accused Benigno L. Daga                                       |
| "OO"   | Affidavit of tenant Iskak Karim  |
| "OO-1" | Signature of Accused Saidona Abas  |
| "OO-2" | Signature of Accused Benigno L. Daga                                       |
| "PP"   | Affidavit of tenant Makmod Salik   |
| "PP-1" | Signature of Accused Saidona Abas  |
| "PP-2" | Signature of Accused Benigno L. Daga                                       |
| "QQ"   | Affidavit of tenant Ibrahim Mokamad  |
| "QQ-1" | Signature of Accused Saidona Abas  |
| "QQ-2" | Signature of Accused Benigno L. Daga                                       |
| "RR"   | Affidavit of tenant Adam Salik   |
| "RR-1" | Signature of Accused Saidona Abas  |
| "RR-2" | Signature of Accused Benigno L. Daga                                       |
| "SS"   | Affidavit of tenant Esmail Deka  |
| "SS-1" | Signature of Accused Saidona Abas  |
| "SS-2" | Signature of Accused Benigno L. Daga                                       |
| "TT"   | Affidavit of tenant Talo Mokamad   |
| "TT-1" | Signature of Accused Saidona Abas  |
| "TT-2" | Signature of Accused Benigno L. Daga                                       |
| "VV"   | Community Tax Certificate with CTC No. 2660102 of Virginia D. Cerezo-Besas |
| "WW"   | Birth Certificate of Marcial Cerezo Besas.                                 |

The Court admitted into evidence Exhibits "A" to "D," "O," "T," "U" and "V," not as independently relevant pieces of evidence but merely as part of the testimony of the witnesses who testified thereon, considering that the person who allegedly executed/signed the documents was not presented in Court to identify the same. It also admitted into evidence Exhibits "E" to "N," "P," "S," "W" to "Z," "BB," "CC," "KK," "LL," "NN" to "TT," "VV" and "WW," inclusive of all sub-markings, subject to the Court's appreciation as to the probative value thereof.<sup>18</sup>

Daga filed a Motion for Leave to File Demurrer to Evidence,<sup>19</sup> which the Court granted.<sup>20</sup> He filed his Demurrer to Evidence<sup>21</sup> but the Court eventually denied the same.<sup>22</sup>

For Abas, the prosecution manifested in open court that it is adopting its formal offer of exhibits as to Daga as well as the

<sup>18</sup> *Id.*, p. 391.

<sup>19</sup> *Id.*, pp. 413-425.

<sup>20</sup> Resolution dated 14 March 2014, *Id.*, p. 443.

<sup>21</sup> *Id.*, pp. 445-455.

<sup>22</sup> Resolution dated 15 March 2017, *Id.*, pp. 582-591.

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testimonies of witnesses Shirley D. Velasco, Ruben V. Mabagos, Marcial C. Besas and Florocito F. Ragudo. Both the prosecution and the defense agreed to adopt the ruling of the Court on Daga's Formal Offer of Exhibits as stated above.<sup>23</sup>

### EVIDENCE FOR THE DEFENSE

The defense presented accused **Benigno L. Daga** (Daga) as its only witness.

Daga,<sup>24</sup> Geodetic Engineer III employed with the Bureau of Lands, Regional Office No. 12 at Cotabato City on the dates material to the case, testified on the following matters:

Sometime in 1982, he was designated by Bureau of Lands Region 12 Regional Director Limbona as member of the Joint Task Force Team on Operation Land Transfer (the Team). The Team also included accused Ronaldo L. Orig (Orig), the Chief of Operations of the Ministry (now Department) of Agrarian Reform (MAR) Region 12, as its chairman and accused Hernani A. Redosendo (Redosendo), the head of the Land Bank Agrarian Reform Sector as the other member. The Team was created by the head offices of the Bureau of Lands, MAR and Landbank to conduct inspection of lands that were subject to Operation Land Transfer under Presidential Decree (P.D.) No. 27. As to their respective functions, Orig would focus on the identification of the tenants; Redosendo would focus on the cultivation and production of the lands subject to OLT so that the tenants could pay the amortizations to the Landbank; and Daga, as a geodetic engineer, would verify the genuineness of the titles, the correctness of the areas as specified in the subdivision plans and the actual locations of the lands subject to OLT.

The Team conducted an investigation on the Property of Virginia located at Upi, Maguindanao. Daga was not able to meet Virginia personally. Daga's specific function as member of the Team was to see that the titles of the properties offered for OLT were genuine. During the actual ocular inspection, Daga would show to the other members of the Team the boundaries of the property subject to OLT. Thereafter, the Team prepared the report to be submitted to the MAR (now DAR) Regional Office or to the Provincial Agrarian Reform Office (PARO) for review.

<sup>23</sup> Order dated 1 March 2018, Records, Vol. 2, p. 47.

<sup>24</sup> TSN, 4 December 2017, pp. 7-62.

DECISION

PP vs. Dimaporo, et al.  
Crim. Case No. 24270

Page 14 of 30

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The documents that he researched before actually going to the land subject for inspection were the subdivision plan, the photocopy of the certificate of title and the Landowner-Tenant Production Agreement (LTPA). He researched the certificate of title and the survey subdivision plan that he obtained from the Records Section of the Bureau of Lands Regional Office No. 12 in Cotabato City that approved the subdivision plan. For Virginia's Property, the subdivision plan was prepared by a certain Dimas Dacup, a geodetic engineer in Cotabato City, who was commissioned by MAR to conduct the survey. Daga identified Exhibit "1," a blueprint of survey plan denominated as subdivision plan PSD-12-005888 OLT for Lot No. 1013, PLS-519, located at Baka, Upi, Maguindanao; Mindanao, with an area of One Hundred Ninety-Six Thousand Nine Hundred Forty-One (196,941) square meters owned by Virginia Cerezo. This plan was used in the investigation because it showed the subclass occupied by the tenants, their respective lot numbers and areas. He denied having any participation in the approval of the subdivision plan. He also denied having any participation in finding out about the tenants in the areas they specifically occupied.

The Team, accompanied by the Municipal Agrarian Reform Officer (MARO) of Upi, Maguindanao, accused Narciso Casser, and his wife, accused Constanca Casser, conducted the ocular inspection on the Property. During the ocular inspection, Daga was not able to see the tenants but he found that there was cultivation within the Property. He asked the adjoining property owners and they told him that the Property was owned by Virginia Cerezo.

About two or three days after their ocular inspection, the Team was invited by the PARO, Atty. Gutierrez M. Baraguir (Baraguir), in his office at Sultan Kudarat. The Team, together with accused Saidona Abas (Abas), who was an Agrarian Reform Technologist, went to the office of PARO and there they saw the tenants. Before the PARO, the Team signed the report of the ocular inspection. The tenants were introduced to them by Abas and Narciso Casser, the MARO of Upi, as the tenants of the Property of Virginia. The Team talked with them and the latter confirmed that they were the tenants of the Property, which fact was affirmed by both the PARO and the MARO.

He also identified Exhibit "W" for the prosecution, the Landowner-Tenant Production Agreement (LTPA) for landowner Virginia Cerezo wherein the names of the tenants were written, as the document that they used during the actual inspection of the Property. He explained that the LTPA was also used by the Team including the subdivision plan where the technical description of the portions for the

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tenants is indicated, and the certificate of title stating the technical description of the property.

The Team prepared an actual inspection report marked as Exhibit "LL" after conducting an investigation, where Daga's signature appears.

He clarified that they went to the PARO upon the invitation of PARO Baraguir who also went there and signed the inspection report. Daga, together with Abas, also signed the Tenant's Affidavits marked as Exhibits "NN," "OO," "PP," "QQ," "RR," "SS," and "TT," since Orig and PARO Baraguir asked them to sign.

On question from the Court, Daga answered that he did not know if there was an offer made by Virginia as the landowner to subject her Property to OLT. When the Team went to the Property for ocular inspection, the LTPA was already shown to them by the MARO who accompanied them to the Property. He confirmed that the persons indicated in the subdivision plan were the same persons indicated in the LTPA.

On cross, Daga clarified that the LTPA was already prepared and furnished them by MARO Casser when they went to the area for inspection, that was why Daga did not personally meet the landowner as well as the tenants during the course of inspection and verification of the Property. He said that during the course of the inspection, they did not have a copy of the LTPA.

He again admitted that he was not the one who prepared the subdivision plan. He merely relied on what was stated on the survey plan as regards the tenants. He had no idea who caused the contractor to prepare the survey plan. He also admitted that without the report that he prepared contained in Exhibit "KK" and the documents therein, the Landbank cannot process the transfer to the tenants.

When asked by the Court, Daga clarified that as a member of the Team, he investigated for the purpose of knowing if a title is genuine while he inspected the boundaries thereon. He was not able to meet Filomeno and Virginia. He only saw Virginia's name in the certificate of title but was not able to meet her. He reiterated that there was no offer to sell the property from Virginia. He admitted that he was aware that the government was going to purchase the land of Filomeno and Virginia. As far as he knew, the purchase of the Property was compulsory because it fell within the coverage of the

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OLT under P.D. No. 27, giving lands to the tenants. When asked about the retention limits, he answered that lands with areas of seven (7) hectares and above are automatically under the coverage of P.D. No. 27.

Daga formally offered in evidence<sup>25</sup> his sole documentary exhibit, Exhibit "1," which is the Survey Plan of Lot 1013, PLS-519, located at Barrio Baca, Upi, Maguindanao, Island of Mindanao and containing an area of 196,941 square meters in the name of Virginia Cerezo and nominated as PSD-12-005888 (OLT). The Court admitted into evidence Exhibit "1" for the purpose for which it was offered but subject to the Court's proper appreciation of its probative value. However, as regards the Formal Offer of Documentary Exhibits<sup>26</sup> filed by Abas, the Court merely noted the same considering that the exhibits being offered were not properly marked as exhibits for the defense.<sup>27</sup> Despite the period of time for Abas to properly mark his exhibits and to file the necessary pleading thereon, he failed to do so; hence, the Court resolved that he was deemed to have waived the filing of the same.<sup>28</sup>

### THE FACTS

The facts established by testimonial and documentary evidence on record are as follows:

Virginia Cerezo-Besas (Virginia), married to Filomeno Besas, Sr. (Filomeno), was the registered owner of a parcel of land (the Property) situated at Sitio Baca, *Barangay* Blensong, Municipality of Upi, Province of Maguindanao, containing an area of 196,941 square meters and covered by Original Certificate of Title No. P-04856.<sup>29</sup> Filomeno, Virginia and their children had lived on the Property. Virginia and Filomeno died in 2006.

Sometime in 1983, Virginia went to the Register of Deeds in Cotabato City to inquire about the issuance of a certificate of title in her name upon knowing that her husband Filomeno and their children had already received their separate certificates of title that they applied for several years ago. For several times, Virginia, accompanied by her son, Marcial C. Besas (Marcial), had followed up with the Register of Deeds regarding the release of her certificate of

<sup>25</sup> Records, Vol. 2, pp. 5-8.

<sup>26</sup> *Id.*, pp. 59-60.

<sup>27</sup> *Resolution* dated 2 April 2018, *Id.*, p. 72.

<sup>28</sup> *Resolution* dated 22 May 2018, *Id.*, p. 75.

<sup>29</sup> Exh. "J".



DECISION

PP vs. Dimaporo, et al.  
Crim. Case No. 24270

Page 17 of 30

x-----x  
title. However, the personnel at the Register of Deeds would always inform them that her certificate of title was not yet ready for release.

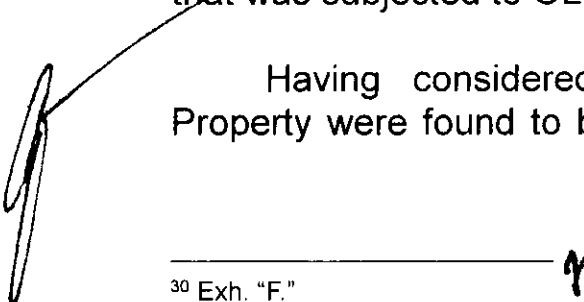
When Virginia and her son Marcial returned to the Register of Deeds, they were informed that her certificate of title was already released by the said office to a certain Carlos Elia Indong (Indong), as shown by a letter<sup>30</sup> dated 25 November 1983 purportedly signed by one "Virginia Cerezo"<sup>31</sup> authorizing Indong to claim her certificate of title from the Register of Deeds. During trial, Marcial denied that such signature was that of her mother Virginia. Virginia and Marcial learned later on that her certificate of title was with Landbank for Operation Land Transfer (OLT) under P.D. No. 27.

Sometime in 1984, Virginia and Marcial went to the office of Landbank Midsayap, Cotabato Branch and informed the latter about the anomaly in the release of Virginia's certificate of title to another person without her knowledge and consent. They asked Landbank to stop the OLT process for Virginia's Property. They were advised to send a telegram<sup>32</sup> to Atty. Ruben V. Mabagos (Atty. Mabagos) of Land Bank Intramuros to ask the stopping of processing and payment of the proceeds under OLT for the Property, which they did on 16 December 1987. This was followed by Virginia's letter<sup>33</sup> to Landbank Makati dated 1 March 1989 containing similar request.

On 20 January 1992, Virginia wrote a letter to Atty. Mabagos, to which the latter replied through a letter<sup>34</sup> dated 23 April 1992. This was followed by a letter<sup>35</sup> dated 8 July 1992, in which Atty. Mabagos suggested that the conference be held at the Land Bank Land Valuation Office or Field Office nearest her place.

During the conference, Atty. Mabagos informed them that the documents on the Property had already been processed for OLT by Landbank. He showed them the claims folder with attached documents relating to the Property owned by claimant Virginia Cerezo that was subjected to OLT.

Having considered that the documents pertaining to the Property were found to be in order, Landbank accomplished a Land

 <sup>30</sup> Exh. "F."


<sup>31</sup> Exh. "F-1."

<sup>32</sup> Exh. "O."

<sup>33</sup> Exh. "P."

<sup>34</sup> Exh. "M."


<sup>35</sup> Exh. "N."



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Transfer Payment Form<sup>36</sup> wherein it recommended the payment of the amount of ₱211,002.50 to claimant "Virginia Cerezo."

The documents in the possession of Landbank further reveal other antecedents, chronologically presented as follows:

- (1) The Joint Ministry of Agrarian Reform, Bureau of Lands and Land Bank of the Philippines Task Force Team on Operation Land Transfer for Region XII (the Team) was created with accused Ronaldo E. Orig (Orig) of MAR as chairman and accused Benigno L. Daga (Daga), Bureau of Lands Representative and accused Hernani A. Redosendo (Redosendo), Landbank Representative, as members;
- (2) On 20 December 1983, MAR Team Leader Narciso B. Casser wrote a letter-request<sup>37</sup> for final survey on the Property owned by Virginia Cerezo addressed to the Regional Director of the Bureau of Lands Region XII, with the request that Engr. Dimas D. Dacup be given authority to survey the Property. At the bottom of the letter-request was the First Indorsement of Atty. Gutierrez M. Baraguir, MAR District Officer dated 21 December 1983;
- (3) On 27 December 1983, MAR Team Leader Narciso B. Casser initiated the Landowner Worksheet (LOWS)<sup>38</sup> which was completed by Victorio G. Morales on 26 June 1984. On the same day, a Landowner-Tenant Production Agreement and Farmer's Undertaking (LTPA-FU) to Pay to the Land Bank of the Philippines<sup>39</sup> involving five (5) tenants were signed by Constanca Casser, Narciso B. Casser and Atty. Gutierrez M. Baraguir. The LTPA-FU<sup>40</sup> for two (2) other tenants were signed by Narciso B. Casser and Constanca Casser on 27 December 1984;
- (4) On 15 January 1984, one "Virginia Cerezo" signed a Landowner Information Sheet (LOIS);<sup>41</sup>
- (5) On 1 February 1984, the Regional Land Director of the Bureau of Lands issued Survey Order No. OLT-12-783;<sup>42</sup>

 <sup>36</sup> Exh. "Z." γ


<sup>37</sup> Exh. "H."

<sup>38</sup> Exh. "V."

<sup>39</sup> Exh. "W."

<sup>40</sup> Exh. "W-1."

<sup>41</sup> Exh. "X."

<sup>42</sup> See Exh. "1." 

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- (6) On 13 March 1984, Geodetic Engineer Dimas D. Dacup conducted a survey on the Property.<sup>43</sup> The subdivision plan was submitted for approval to the Bureau of Lands Regional Office 12 on 29 May 1984;
- (7) On 31 May 1984, one "Virginia Cerezo" executed a Landowner's Affidavit and Undertaking.<sup>44</sup> MAR received the affidavit on 23 July 1984;
- (8) On 8 June 1984, Bureau of Lands Region 12 Regional Director Sultan A.P. Limbona approved the subdivision plan PSD-12-005888 (OLT) for the Property;
- (9) On 12 June 1984, MAR Team Leader Narciso B. Casser<sup>45</sup> and Agrarian Reform Technologist Constanca B. Casser<sup>46</sup> issued a Certification<sup>47</sup> that the Property had been subjected to OLT under P.D. No. 27. MAR Region 12 Regional Director Monib Dimaporo<sup>48</sup> confirmed the same on 4 July 1984;
- (10) On 3 July 1984, the seven (7) alleged tenants of the Property executed their respective affidavits<sup>49</sup> in the presence of Abas<sup>50</sup> and Daga.<sup>51</sup> The affiants alleged that they were the present tenants-beneficiaries of the Property and had continuously cultivated the Property;
- (11) On 14 July 1984, the Team issued a Certification<sup>52</sup> that the claim for the Property under OLT had been inspected and verified using the records from MAR Regional Office. The Team also issued a Report<sup>53</sup> on the Property, in which the following entries were found:

9. Tenant-Beneficiary/ies aware of and do they have the full knowledge of the content of the LTPA-FU that they signed?  
(x) Yes ( ) No. If no, after informing them, are they agreeable? (Support evidence) The tenants agreed on the valuation of the land as stipulated in the LTPA-FU.

<sup>43</sup> *Id.*

<sup>44</sup> Exh. "Y."

<sup>45</sup> Exh. "T-2."

<sup>46</sup> Exh. "T-1."

<sup>47</sup> Exh. "T."

<sup>48</sup> Exh. "T-3."

<sup>49</sup> Exh. "NN," "OO," "PP," "QQ," "RR," "SS" and "TT."

<sup>50</sup> Exh. "NN-1," "OO-1," "PP-1," "QQ-1," "RR-1," "SS-1" and "TT-1."

<sup>51</sup> Exh. "NN-2," "OO-2," "PP-2," "QQ-2," "RR-2," "SS-2" and "TT-2."

<sup>52</sup> Exh. "KK."

<sup>53</sup> Exh. "LL."

DECISION

PP vs. Dimaporo, et al.  
Crim. Case No. 24270

Page 20 of 30

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10. Have conferred with all tenant-beneficiaries? (See attached affidavit) If no, why? Yes.

X X X

14. Other information/confirmation: The Tenants therein are very interested to own the land.

15. Relationship of tenant-beneficiaries to landowner:

| <u>Name of Tenant</u>     | <u>Relationship</u> | <u>Age</u> |
|---------------------------|---------------------|------------|
| 1. <u>Talo Mokamad</u>    | <u>Tenant</u>       | ___        |
| 2. <u>Esmail Deka</u>     | <u>-do-</u>         | ___        |
| 3. <u>Ibrahim Mokamad</u> | <u>-do-</u>         | ___        |
| 4. <u>Makmod Salik</u>    | <u>-do-</u>         | ___        |
| 5. <u>Adam Salik</u>      | <u>-do-</u>         | ___        |
| 6. <u>Daud Makmod</u>     | <u>-do-</u>         | ___        |
| 7. <u>Iskak Karim</u>     | <u>-do-</u>         | ___        |

16. Recommendation: We hereby recommend that payment on this land transfer compensation should be granted immediately to the affected landowner.

(12) On 18 July 1984, Regional Director Monib Dimaporo issued a Certification/Justification<sup>54</sup> that the Property had been verified and re-checked by his office;

(13) On 3 September 1984, MAR Minister Conrado F. Estrella sent a letter<sup>55</sup> to Land Bank transmitting the claim documents involving the Property. The Landbank received the same on 7 September 1984;

(14) On 11 September 1984, Land Bank issued a Land Transfer Payment Form<sup>56</sup> recommending payment of compensation to landowner "Virginia Cerezo" for her Property placed under OLT;

(15) On 5 October 1984, one "Virginia Cerezo" executed a Deed of Assignment, Warranties and Undertaking<sup>57</sup> involving the Property in favor of Landbank;

(16) On 26 October 1984, Landbank issued a Payment Release Form<sup>58</sup> for the amount of ₱211,002.50;<sup>59</sup>

<sup>54</sup> Exh. "U."

<sup>55</sup> Exh. "S."

<sup>56</sup> Exh. "Z."

<sup>57</sup> Exh. "G."

<sup>58</sup> Exh. "BB."

<sup>59</sup> Exh. "BB-1."

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(17) On 28 December 1985, Adam Asi, Acting Register of Deeds, wrote a letter<sup>60</sup> to Landbank-Intramuros requesting that, in view of the anomalous transaction involved, the processing of payment for Virginia's Property under OLT be stopped and that the certificate of title thereon be returned to the Register of Deeds for proper disposition.

On 20 January 1992, Virginia wrote a letter<sup>61</sup> to the Criminal Investigation Service – Autonomous Region in Muslim Mindanao (CIS-ARMM) requesting that an investigation be conducted on the anomalous transaction relating to her Property that was subjected to OLT without her knowledge and consent and despite the absence of tenants in her Property, and that she never received any compensation under the OLT. On 22 January 1992, she executed an affidavit<sup>62</sup> reiterating such request to the CIS-ARMM.

On 29 October 1992, Virginia and Marcial executed their sworn statements<sup>63</sup> before the CIS-ARMM in support of their complaint against several individuals who were involved in the anomalous transfer of her Property to its alleged tenants under OLT.

On 17 November 1992, the CIS-ARMM transmitted to OMB-Mindanao the investigation report<sup>64</sup> that was received by the latter on 26 November 1992 and docketed as OMB-MIN 92-0746. On 16 February 1993, the OMB-Mindanao received from the CIS-ARMM additional documentary evidence provided by Landbank as well as the names of additional respondents.<sup>65</sup>

The OMB-Mindanao issued a Resolution<sup>66</sup> dated 15 May 1997 finding probable cause against the accused (then respondents) for violation of Section 3(e) of R.A. No. 3019 while dismissing the complaint against other respondents.

On 6 October 1997, the Office of the Ombudsman filed with the Court an Information for violation of Section 3(e) of R.A. No. 3019 against the accused.

<sup>60</sup> Exh. "L."

<sup>61</sup> Exh. "B."

<sup>62</sup> Exh. "A."

<sup>63</sup> Exh. "D" (Virginia Cerezo-Besas) and "E" (Marcial C. Besas).

<sup>64</sup> Exh. "C."

<sup>65</sup> Exh. "CC."

<sup>66</sup> Records, Vol. 1, pp. 4-12.

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### DISCUSSION

Accused are charged with violation of Section 3(e) of R.A. No. 3019 that reads as follows:

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

x x x

(e) Causing any undue injury to any party, including the Government, or giving any private party any unwarranted benefits, advantage or preference in the discharge of his official administrative or judicial functions through manifest partiality, evident bad faith or gross inexcusable negligence. This provision shall apply to officers and employees of offices or government corporations charged with the grant of licenses or permits or other concessions.

The prosecution must prove beyond reasonable doubt all the elements of violation of Section 3(e) of R.A. No. 3019, to wit:

- (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.<sup>67</sup>

The existence of the first element insofar as Daga and Abas are concerned is not disputed. Daga admitted in the Joint Stipulation of Facts,<sup>68</sup> adopted in the Pre-Trial Order,<sup>69</sup> that during the period material to this case, he was an employee of the Bureau of Lands, Region 12, Cotabato City. In the same stipulation of facts, Daga also admitted to have signed several official documents in his capacity as member of the Team. On the part of Abas, in his joint stipulation of facts with the prosecution, he admitted that he was a public officer at the times material to this case, being then a Land Inspector at the Ministry of Agrarian Reform (now Department of Agrarian Reform)

<sup>67</sup> *Ambil, Jr. v. Sandiganbayan*, 653 SCRA 576, 592 (2011).

<sup>68</sup> Records, Vol. 1, pp. 213-214.

<sup>69</sup> *Id.*, pp. 220-228.

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Region 12. Being judicial admissions, such facts do not require proof.<sup>70</sup>

As to the second element, the Information alleges that the accused, conspiring with one another, and through malice and bad faith, falsified and/or caused the falsification of official documents by making it appear that Virginia and Filomeno offered their Property for coverage of OLT, when in truth and in fact the said landowners did not make an offer as they in fact were unaware of it, which scheme led to the approval of the offer and payment of the land to the accused and the dispossession of the true owners, thereby causing undue injury to the latter.

Jurisprudence describes "evident bad faith" as 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 of self-interest or ill will or for ulterior purposes.<sup>71</sup> Bad faith partakes of the nature of fraud.<sup>72</sup>

Records show that Daga judicially admitted having signed the following documents:

(1) Certification<sup>73</sup> issued by the Team, stating that it inspected and verified the Property on 14 July 1984;

(2) Report<sup>74</sup> attached to the Certification, stating that the Team duly inspected and verified the Property and conferred with the seven (7) tenants/beneficiaries of the Property, thus recommending that payment of compensation should be granted immediately to the affected landowner; and

(3) Affidavits<sup>75</sup> of Daud Makmod, Iskak Karim, Makmod Salik, Ibrahim Mokamad, Adam Salik, Esmail Deka and Talo Mokamad, the alleged tenants of the Property, that he, together with Abas, had signed as witness. Abas likewise judicially admitted having signed the affidavits of the alleged tenants.

<sup>70</sup> Rule 129, Section 4, Rules of Court.

<sup>71</sup> *Uriarte v. People*, 511 SCRA 471, 487-488 (2006).

<sup>72</sup> *Collantes v. Marcelo*, G.R. Nos. 167006-07, 14 August 2007.

<sup>73</sup> Exh. "KK" and sub-markings.

<sup>74</sup> Exh. "LL" and sub-markings.

<sup>75</sup> Exh. "NN" to "TT" and sub-markings.

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The foregoing documents clearly show that Daga and Abas made it appear that there were tenants occupying and cultivating Virginia's property which, however, was contradicted by Marcial, the landowner's son who testified that he, together with his parents and siblings, had lived on the Property.<sup>76</sup> Marcial also identified during trial<sup>77</sup> his sworn statement<sup>78</sup> denying the existence of tenants on his mother's Property ever since, inasmuch as the members of his family were the ones actually working on and maintaining the Property for a long time. Marcial's intimate and personal knowledge of his mother's Property, having lived thereon for a long period of time and had worked on and cultivated the same, makes him a credible witness to prove that the Property was untenanted; hence not subject to OLT. It is jurisprudentially settled that testimonial evidence to be believed must not only proceed from the mouth of a credible witness but must foremost be credible in itself. The test to determine the value or credibility of the testimony of a witness is whether or not the same is in conformity with common knowledge and is consistent with the experience of mankind.<sup>79</sup>

On the other hand, Daga admitted that the Team never saw the tenants on the Property at the time of its ocular inspection. It was only two (2) or three (3) days after the inspection that they saw several individuals inside the office of PARO Gutierrez Baraguir (Baraguir) at Sultan Kudarat, who MARO Casser and Abas introduced as the tenants of Virginia's Property. The Team talked with them and they said that they were the tenants of the Property. During that time, the Report of the ocular inspection were signed by Daga and the other members of the Team. At the same meeting, Daga and Abas signed the affidavits of the alleged tenants upon the prodding of PARO Baraguir and Team Chairman Orig. Relevant portions of Daga's testimony follow:

ATTY. PINEDA:

So were you able to meet those tenants, Mr. Witness, during the ocular?

WITNESS:

**During the ocular inspection, ma'am, I did not see the tenant** but there are cultivation within the properties. And I asked the boundary owners, the owners of the boundary on the east, on the north, on the west and on the south..(interrupted)

x x x

<sup>76</sup> TSN, August 12, 2013, pp. 7-8.

<sup>77</sup> *Id.*, pp. 24-26.

<sup>78</sup> Exh. "E".

<sup>79</sup> *Flores v. People*, G.R. No. 181354, 27 February 2013.

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ATTY. PINEDA:

Mr. Witness, in the course of the entire investigation that was conducted by the Joint Task Force Team, what step did you take to meet or find out about the tenants, if any?

WITNESS:

During the actual inspection, as I said ma'am, **I did not see any of the tenants in the actual ground** but there are cultivations within the lot subject for Operation Land Transfer.

ATTY. PINEDA:

So there was no instance that you meet (sic) the tenants, Mr. Witness?

WITNESS:

**About two or three days after our ocular inspection**, the Joint Task Force Team were invited by the PARO, Atty. Gutierrez Baraguir in his office at Sultan Kudarat and the three of us including Saidona Abas, who is an Agrarian Reform Technologist, went to the office of PARO Atty. Gutierrez Baraguir at Sultan Kudarat, Maguindanao, and **there we saw the tenants**.

ATTY. PINEDA:

And what did you do in that particular place, Mr. Witness, at that time?

WITNESS:

At the Office of the PARO, that is where **the report of the Joint Task Force Team was there and we signed, the three of us, Mr. Orig, Mr. Redosendo and me, signed the report of the ocular inspection.**

ASSOCIATE JUSTICE JACINTO:

How did you know that the persons you met there were the tenants?

WITNESS:

The tenants were only there at the office of Mr. PARO Gutierrez Baraguir.

ASSOCIATE JUSTICE JACINTO:

The question is how did you know that they were the tenants?

WITNESS:

Y



X- -----X

**Mr. Saidona Abas and the MARO of OP<sup>80</sup> (sic) was also there and they introduced to us that they are the tenants of the property of Virginia Cerezo, Your Honors.**

ASSOCIATE JUSTICE JACINTO:

Did you take any steps to verify if indeed those persons were the tenants of the property?

WITNESS:

**The three of us talked with them and they said they are the tenants of that property, Your Honors.**

ASSOCIATE JUSTICE JACINTO:

And that's it, no other independent investigation or you did not take any other steps to verify that claim?

WITNESS:

**Aside from PARO Atty. Gutierrez Baraguir who told us that those are the tenants of the land of Virginia Cerezo, also the MARO Mr. Casser told us also that they are the tenants cultivating the land of Virginia Cerezo, Your Honors.<sup>81</sup>**

ATTY. PINEDA:

Aside from the inspection report, Mr. Witness, what other documents did you sign, if any?

WITNESS:

If my memory can still remember, I also signed in the.. because it's already prepared, the Tenant's Affidavit is already prepared and my name is already typed in that Tenants' Affidavit, and **I also signed that Tenants' Affidavit together with Mr. Saidona Abas because it was Mr. Orig and Mr. Baraguir who said, "Okay, pirmahan na lang niyo."<sup>82</sup> (Emphasis supplied)**

Based on the Certification<sup>83</sup> attached to the Report on ocular inspection, the Team inspected and verified the claim on Virginia's Property on 14 July 1984. If that was the case, then the Team could not have met the tenants prior to 14 July 1984 since, according to Daga's testimony, the Team had not met the alleged tenants during the ocular inspection but only met them for the first time only two or three days thereafter, at the office of PARO Baraguir, where the alleged tenants were introduced to them by Abas, MARO Casser and

<sup>80</sup> Should be Upi.

<sup>81</sup> TSN, 4 December 2017, pp. 22-25.

<sup>82</sup> *Id.*, p. 32.

<sup>83</sup> Exh. "KK" and sub-markings.

x-----x  
PARO Baraguir. It appears implausible therefore, that the Team could have truthfully and correctly answered the following statements in the Report:

9. Tenant-Beneficiary/ies aware of and do they have the full knowledge of the content of the LTPA-FU that they signed?  
(x) Yes ( ) No. If no, after informing them, are they agreeable? (Support evidence) The tenants agreed on the valuation of the land as stipulated in the LTPA-FU.

10. Have conferred with all tenant-beneficiaries? (See attached affidavit) If no, why? Yes.

x x x

14. Other information/confirmation: The Tenants therein are very interested to own the land.

The Certification and Report issued by the Team on 14 July 1984 contained false statements relating to the existence of tenants on the Property, hence are devoid of any evidentiary value and deserve scant consideration.

Likewise spurious are the affidavits<sup>84</sup> of the alleged tenants that were executed on 3 July 1984, or eleven (11) days prior to the ocular inspection on the Property conducted by the Team. If, as Daga claimed, that the Team met the alleged tenants only two or three days after the date of ocular inspection on 14 July 1984, or on 16 or 17 July 1984, then he and Abas could not have truthfully signed as witnesses to the affidavits of the alleged tenants on 3 July 1984. This is bolstered by the fact that Daga admitted that he and Abas were made to sign the affidavits of the alleged tenants at the office of PARO Baraguir. Their act of signing as witnesses made it appear that on 3 July 1984, seven (7) individuals who claimed that they were tenants on Virginia's Property, executed their respective affidavits, when in truth and in fact, Daga and Abas only signed them on 16 or 17 July 1984.

There being no tenants on the Property as shown by evidence, the same cannot be covered by OLT pursuant to P.D. No. 27. An agricultural land can only be subject to Operation Land Transfer or OLT under P.D. No. 27 if the following requisites are present: (1) it must be devoted to rice or corn crops; and (2) there must be a system of share-crop or lease-tenancy obtaining therein on October 21, 1972, the time when P.D. No. 27 took effect.<sup>85</sup> Obviously, the

<sup>84</sup> Exh. "NN" to "OO".

<sup>85</sup> *Holy Trinity Realty & Development Corporation v. Dela Cruz*, G.R. No. 200454, 22 October 2014.

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second requirement cannot be met for the simple reason that no tenants existed on the Property.

Daga also admitted that the Certification and Report that the Team prepared and signed were among the requirements for Landbank to process the payment of compensation to the landowner under OLT. He testified, thus:

PROSECUTOR LOBO:

Mr. Witness, the documents that you identified, certification as well as the report, you will agree with me that these documents are essential documents whereas the Operation Land Transfer will cover the land subject matter of this instant case, correct?

WITNESS:

Yes, sir.

PROSECUTOR LOBO:

So without the certification and report, the land of Virginia Cerezo will not be transferred to the tenants, correct, the certification and the report?

WITNESS:

Without that report, sir, the Land Bank cannot process the transfer to the tenants, sir.<sup>86</sup>

Together with the affidavits of the alleged tenants on which Daga and Abas signed as witnesses, the Certification and Report signed by the Team formed part of the documentary requirements for the processing of the payment of compensation to the landowner and the eventual transfer of the Property to the alleged tenants. Their act of signing the official documents which made it appear that they had certified that there were tenants in the Property when in fact there were none, shows fraudulent and dishonest purpose to defraud the real landowners of their right of ownership over their property; hence, an act of evident bad faith. All told, the second element exists in this case.

Regarding the third element, the term "undue injury" is explained as follows:

Undue injury in the context of Section 3(e) of R.A. No. 3019 should be equated with that civil law concept of "actual damage." Unlike in actions for torts, undue injury in Sec. 3(e) cannot be presumed even after a wrong or a violation of a right has been established. Its existence must be proven as one of the elements of

<sup>86</sup> TSN, 4 December 2017, pp. 46-47.

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the crime. In fact, the causing of undue injury, or the giving of any unwarranted benefits, advantage or preference through manifest partiality, evident 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.<sup>87</sup>

The prosecution likewise established the presence of the third element. The prosecution duly proved that Virginia as the real landowner of the Property was deprived of ownership thereof through its unscrupulous transfer to the alleged tenants and Landbank's payment of the sum of ₱211,002.50<sup>88</sup> to persons who falsely claimed that they were Virginia and Filomeno, the alleged claimants, less the amount of ₱35,000.00 allegedly withheld by Landbank upon the request of Virginia.<sup>89</sup> For this reason, Virginia Cerezo-Besas or her heirs are entitled to recover from the accused the Property or the value thereof, pursuant to Section 9 of R.A. No. 3019 that provides:

Any complaining party at whose complaint the criminal prosecution was initiated shall, in case of conviction of the accused, be entitled to recover in the criminal action with priority over the forfeiture in favor of the Government, the amount of money or the thing he may have given to the accused, or the value of such thing.

To conclude, the prosecution has successfully proven beyond reasonable doubt the guilt of accused Benigno Licuanan Daga and Saidona Kayog Abas of the crime of Violation of Section 3(e) of R.A. No. 3019.

**WHEREFORE**, premises considered, the Court finds accused Benigno Licuanan Daga and Saidona Kayog Abas **GUILTY** beyond reasonable doubt of violation of Section 3(e) of R.A. No. 3019 and hereby imposes on each of them an indeterminate penalty of imprisonment of six (6) years and one (1) month as minimum to ten (10) years as maximum with perpetual disqualification from holding public office, and to return the Property or, in the event that the Property can no longer be returned, to pay jointly and severally Virginia Cerezo-Besas or her heirs the value of the Property.


In the meantime, LET this case be **ARCHIVED** with respect to the other accused who are still at large, the same to be revived upon their arrest or voluntary surrender.

**SO ORDERED.**

<sup>87</sup> *Rivera v. People*, 743 SCRA 476, 503 (2014). n

<sup>88</sup> Exh. "BB".

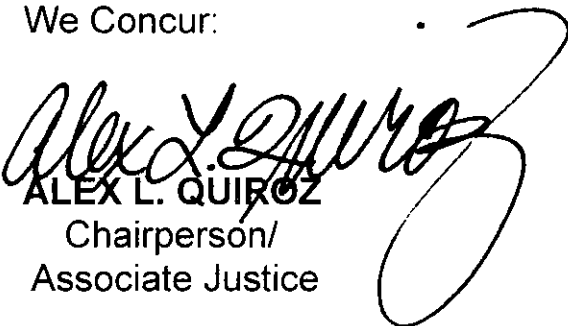
<sup>89</sup> TSN, 15 April 2013, pp. 33-44; TSN, 12 August 2013, pp. 17-18.




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**REYNALDO P. CRUZ**  
Associate Justice

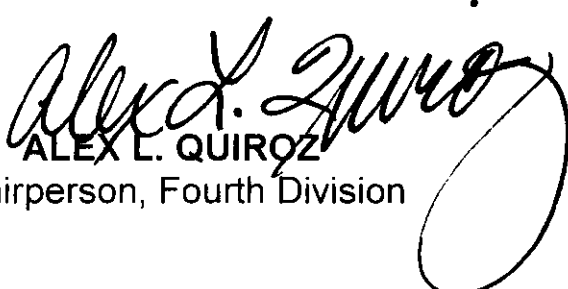
We Concur:

  
**ALEX L. QUIROZ**  
Chairperson/  
Associate Justice

  
**BAYANI H. JACINTO**  
Associate Justice

**ATTESTATION**

I attest that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**ALEX L. QUIROZ**  
Chairperson, Fourth Division

**CERTIFICATION**

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

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