

THIRD DIVISION

[G.R. No. 242539, February 01, 2021]

VENER D. COLLAO, PETITIONER, VS. PEOPLE OF THE PHILIPPINES AND THE HONORABLE SANDIGANBAYAN (FOURTH DIVISION), RESPONDENTS.

DECISION

DELOS SANTOS, J.:

For review is the Decision^[1] of the Sandiganbayan dated May 25, 2018 in SB-17-AIR-0031, finding petitioner Vener D. Collao (Collao) guilty beyond reasonable doubt of violation of Section 3 (b) of Republic Act No. (RA) 3019,^[2] otherwise known as the Anti-Graft and Corrupt Practices Act.

The Facts

Collao was the Chairman of Barangay 780, Zone 85, District V of the City of Manila (Barangay 780), for three (3) terms, more particularly during the time material to this case.^[3] During Collao's term, he transacted with Franco G.C. Espiritu (Espiritu), a businessman, doing business under the name and style of FRCGE Trading (FRCGE), which is a business entity engaged by several barangays to contract their projects. Sometime in March 2012, Espiritu entered into a contract with Barangay 780 for the delivery of supplies for the construction of a basketball court, as well as the supply of school and sports equipment for the *Sangguniang Kabataan* in the amount of P134,200.00. Unexpectedly, Callao demanded from Espiritu a commission equivalent to 30% of the contract price amounting to P40,000.00 which the latter acceded.^[4]

Relative to the aforesaid project, Callao was indicted in an *Information*^[5] dated January 16, 2014 for violation of Section 3 (b) of RA 3019, the accusatory portion of which reads:

That on or about March 23, 2012, or sometime prior or subsequent thereto, in the City of Manila, Philippines, and within the jurisdiction of this Honorable Court, accused **VENER COLLAO**, a low ranking public officer with salary grade 14, being a Barangay Chairman, Barangay 780, Zone 85, District V, Manila, did then and there willfully, unlawfully and criminally, demand/solicit and accept from F.R.C.G.E. Trading and/or Franco G.C. Espiritu the total sum of FORTY THOUSAND (P40,000.00) PESOS, Philippine Currency, covered by BDO Check No. 14017 dated March 23, 2012, as share/commission on the barangay project for the purchase of supplies and materials in which accused intervened in his official capacity as barangay chairman by approving the corresponding purchase order, acceptance and inspection report, and Disbursement Voucher No. 12-04-06 to effect payment of the delivered supplies and

materials to F.R.C.G.E. Trading and/or Franco G.C. Espiritu, to the damage and injury of the latter in the said amount of P40,000.00.

CONTRARY TO LAW.^[6]

On October 3, 2014, Callao entered a plea of not guilty to the crime charged. After the pre-trial was terminated on February 6, 2015, trial on the merits then ensued.^[7]

The prosecution presented the following as witnesses: (1) Espiritu; (2) Gina Cabilan (Cabilan), the liaison officer for FRCGE; and (3) Amorsolo Emiquez (Enriquez), designated Accounts Officer of Manila in 2012.^[8] The testimonies of Espiritu and Cabilan are summarized as follows:

Sometime in March to April 2012, FRCGE, being the lowest bidder, was awarded a project by Barangay 780. In essence, a contract was entered into between Espiritu and Barangay 780. As proof of the said contract, Espiritu presented Purchase Order No. 01-12, signed and approved by Collao in his capacity as barangay Chairman, in the amount of P134,200.00. The contract stipulated the delivery of supplies for the construction of a basketball court, as well as the supply of school and sports equipment for the *Sangguniang Kabataan*.^[9]

Subsequently, Collao demanded from Espiritu a commission equivalent to P40,000.00 which is 30% of the contract price. This demand was thereafter relayed by Espiritu to Cabilan. On March 23, 2012, Collao visited Espiritu's office, and the latter issued a Banco De Oro (BDO) Unibank, Inc. check numbered 0041017.^[10] Upon receipt of the check, Collao signed a document in the presence of Cabilan, to wit:

3/23/12

The undersigned acknowledged and received the amount of P40,000.00 as my share for barangay projects with Check No. 41017"

(signed)
P/B Vener Collao

Certified True Copy
Gina Cabilan
Liaison Officer^[11]

After Collao received his share, Espiritu then completed the delivery of the supplies and materials in accordance with the purchase order for which he was paid P127,010.72 as shown by the Acceptance and Inspection Report dated March 30, 2012, and the Disbursement Voucher No. 12-04-04, both signed and approved by Collao in his capacity as barangay Chairman.^[12]

Meanwhile, the testimony of Enriquez was dispensed with after both parties entered into stipulations of fact, particularly: (i) that Enriquez was the designated Accounts Officer of Manila in 2012 and was in charge of processing claims for payments; (ii) that several documents were submitted to the office of the city assessor in

connection with the claim for payment made by the contractor, FRCGE, in this case; (iii) that he affixed his signature on the Disbursement Voucher; (iv) that he had no personal dealings with Collao; and (v) that the Purchase Order and Acceptance of Disbursement Voucher are faithful reproductions of the originals.^[13]

The prosecution likewise offered the following documentary evidence: (1) Purchase Order, as proof that Barangay 780 entered into a contract for the delivery of supplies in the amount of P134,200.00; (2) Paid BDO Unibank, Inc. Check No. 0041017, as proof that on March 23, 2012, Espiritu issued a check in the amount of P40,000.00; (3) Acknowledgment Receipt dated March 23, 2012, as proof that Collao demanded and received a share in connection with the barangay project; (4) Acceptance and Inspection Report as proof that Collao, in his capacity as barangay Chairman, accepted and certified the complete delivery of supplies by FRCGE; (5) Complaint Affidavit dated November 6, 2012, as proof that Espiritu filed a complaint against Collao before the Office of the Ombudsman; (6) Disbursement Voucher, as proof that Enriquez received and evaluated the Disbursement Voucher and its supporting documents; and (7) Bureau of Internal Revenue Identification Card of Cabilan, as proof of the latter's identity.^[14]

The defense, on their part, presented Collao as its lone witness.^[15] His testimony may be summarized as follows:

Collao first met Espiritu in 1997, as they were both barangay Chairmen at that time. Sometime in March 2012, Espiritu was awarded a contract for a barangay project allocated for the *Sangguniang Kabataan*. The value of the contract, less taxes, was P127,000.00. Shortly thereafter, Collao received a Memorandum from the Barangay Bureau blacklisting Espiritu as contractor effective March 2012. He insisted that at the time the project was awarded, he was not yet aware of the said disqualification.^[16]

Contrary to Espiritu's contention, Collao maintained that he did not demand and receive from Espiritu any commission in connection with the contract. When confronted with the acknowledgment receipt, he claimed that the same was not in his handwriting and that his purported signature was forged. Moreover, particularly in his affidavit, Collao alleged that the money he received was his personal debt and had nothing to do with the contract between Espiritu and Barangay 780.^[17]

As regards BDO Unibank, Inc. Check No. 0041017, Collao admitted that the driver's license number indicated therein was his, but claimed that his purported signature on the dorsal portion thereof was likewise forged. To support his claim, he presented to the Court several documents bearing his genuine signatures.^[18]

The RTC Ruling

In a Decision^[19] dated April 26, 2017, Collao was convicted by the Regional Trial Court (RTC) of Manila, Branch 19 in Criminal Case No. 14-308394 for violation of Section 3 (b) of RA 3019, the dispositive portion of which reads:

WHEREFORE, premises considered, accused **VENER COLLAO** is hereby found **GUILTY** beyond reasonable doubt of violation of Section 3(b) of Republic Act No. 3019 or the Anti[-]Graft and Corrupt Practices Act. The

court hereby imposes on him the penalty of imprisonment for a period of six years and one day to six years and six months. Moreover, pursuant to Section 9 of R.A. 3019, he is also meted the penalty of perpetual disqualification from public office, and is ordered to pay the private complainant Franco GC. Espiritu the amount of P40,000.00

SO ORDERED.^[20]

The RTC concluded that the prosecution has proven beyond reasonable doubt that Collao demanded and accepted from Espiritu the amount of P40,000.00 as commission. On its face, it can be concluded that the instrument was drawn from the checking account of FRCGE owned by Espiritu. A computer-generated entry on the lower portion of the front of the check indicated that the same was encashed on the same day it was issued. An inspection of the dorsal portion further shows that the same person who had presented the check, received the amount of P40,000.00, as evidenced by his signature affixed under the stamped phrase "Payment Received." Under the foregoing circumstances, the RTC was convinced that the person pertained to is Collao. Clearly, by affixing his signature on the dorsal portion of the said check, Collao signed his own warrant.^[21]

The Sandiganbayan Ruling

In a Decision^[22] dated May 25, 2018, the Sandiganbayan found Collao guilty beyond reasonable doubt of the crime charged, and accordingly, affirmed *in toto* the assailed Decision of the RTC. The dispositive portion of the Decision reads:

WHEREFORE, the Decision dated 28 April 2017 of the Regional Trial Court of Manila, National Capital Judicial Region, Branch 19 convicting accused-appellant of violating Section 3(b) of Republic Act No. 3019 (RA 3019) or the Anti-Graft and Corrupt Practices Act in Criminal Case No. 14-308394, is hereby **AFFIRMED *in toto***.

SO ORDERED.^[23]

In arriving at this conclusion, the Sandiganbayan gave credence to the testimonies of the witnesses for the prosecution. It added that it is a well-settled doctrine in jurisprudence that the assessment of the trial court on credibility must be respected. The trial court's evaluation of the credibility of witnesses is viewed as correct and entitled to the highest respect for the reason that such court is more competent to so conclude, having had the opportunity to observe the witnesses' demeanor and deportment on the stand and the manner in which they gave their testimonies. Thus, it is the trial court that can better determine if such witnesses were telling the truth, being at a vantage position to weigh conflicting testimonies.^[24]

The Sandiganbayan also held that neither do the alleged inconsistencies in Espiritu and Cabilan's testimonies deserve much consideration. Collao raised as an issue both witnesses' contradictory statements as to who actually prepared the acknowledgment receipt. It has repeatedly been held that testimonies of witnesses need only corroborate each other on important and relevant details concerning the principal occurrence, which both Espiritu and Cabilan were able to do. Discrepancies and inconsistencies in the testimonies of witnesses referring to minor details and not touching upon the central fact of the crime do not impair their credibility. Such

minor inconsistencies may even serve to strengthen the witnesses' credibility as they negate any suspicion that the testimonies have been rehearsed.^[25]

On June 13, 2018, a Motion for Reconsideration^[26] was timely filed by Collao but the same was denied by the Sandiganbayan in its Resolution^[27] dated September 21, 2018 declaring that:

WHEREFORE, premises considered, the Motion for Reconsideration dated 13 June 2018 of accused Vener D. Collao is hereby **DENIED** for lack of merit.

SO ORDERED.^[28]

The Issue Before the Court

The primordial issue for the Court's resolution is whether or not the Sandiganbayan correctly convicted Collao of the crime of violation of Section 3 (b) of RA 3019.

The Court's Ruling

The petition is without merit.

No less than the Bill of Rights as embodied in the Constitution mandates that an accused shall be presumed innocent until the contrary is proven. The presumption of innocence of an accused in a case for violation of RA 3019 is a basic constitutional principle, fleshed out by procedural rules which place on the prosecution the burden of proving that an accused is guilty of the offense charged by proof beyond reasonable doubt.^[29] Concededly, when the evidence of the prosecution successfully overturned the presumption of innocence accorded by law to the accused by presenting the required quantum of evidence, there is no room to engender belief that the accused did not perpetrate the crime charged.

In every criminal case, the accused is entitled to acquittal unless his guilt is shown beyond reasonable doubt. Proof beyond reasonable doubt does not mean such a degree of proof as, excluding possibility of error, produces absolute certainty. Only moral certainty is required, or that degree of proof which produces conviction in an unprejudiced mind.^[30]

In the face of all the foregoing, We have no reasonable doubt as to the guilt of Collao for violation of Section 3 (b) of RA 3019.

Section 3 (b) of RA 3019 states:

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 x

(b) Directly or indirectly requesting or receiving any gift, present, share,