

THIRD DIVISION

[G.R. Nos. 233853-54, July 15, 2019]

**CAMILO LOYOLA SABIO (FORMER CHAIRMAN), PETITIONER, VS.
SANDIGANBAYAN (FIRST DIVISION), RESPONDENT.**

DECISION

PERALTA, J.:

Before Us is a petition for review on *certiorari* under Rule 45 of the Rules of Court assailing the Decision^[1] dated June 22, 2017 of the Sandiganbayan, First Division, in Criminal Case Nos. SB-12-CRM-0014 to 0015 entitled, *People of the Philippines v. Camilo L. Sabio, Ricardo M. Abcede, Tereso L. Javier, Narciso S. Nario and Nicasio A. Conti*.

The antecedent facts are summarized as follows:

On April 18, 2007, the Presidential Commission on Good Government (PCGG) and United Coconut Planters Bank Leasing and Finance Corporation (UCPB Leasing) entered into a Lease Agreement for the lease of five (5) motor vehicles. Two years later, or in 2009, another lease contract was executed by the PCGG and UCPB Leasing for six (6) service vehicles.

Sometime in November 2012, the Field Investigation Office (FIO) of the Office of the Ombudsman filed criminal cases against PCGG Chairman Camilo Sabio (*Sabio*), Commissioners Ricardo M. Abcede, Tereso L. Javier, Narciso S. Nario and Nicasio A. Conti, for violations of Section 3(e) of Republic Act (R.A.) No. 3019 and R.A. 9184, or the *Government Procurement Reform Act*, arising from the aforementioned lease of motor vehicles from UCPB Leasing, as those were done without the required public bidding.

On February 13, 2014, two (2) Informations for violation of Section 3(e) of R.A. 3019 were filed before the Sandiganbayan entitled *People of the Philippines v. Camilo L. Sabio, Ricardo M. Abcede, Tereso L. Javier, Narciso S. Nario & Nicasio A. Conti*, docketed as SB-12-CRM-0014 and SB-12-CRM-0015. The accusatory portion of the Informations read:

SB-12-CRM-0014

That on 18 April 2007, or sometime prior or subsequent thereto, in Mandaluyong City, Philippines, and within the jurisdiction of this Honorable Court, accused Camilo L. Sabio, a high ranking public officer, being then the Acting Chairman of the Presidential Commission on Good Government (PCGG), conspiring, confabulating, and confederating with Ricardo M. Abcede, Tereso L. Javier, Narciso S. Nario, and Nicasio A. Conti, then PCGG Commissioners, while in the performance of their

official functions as such, taking advantage thereof and committing the offense in relation to office, did then and there willfully, unlawfully and criminally give unwarranted benefit, advantage or preference to UCPB Leasing and Finance Corporation, a sequestered company of PCGG, thru gross inexcusable negligence, evident bad faith, or manifest partiality, by entering into and/or cause the entering into a Lease Agreement dated 18 April 2007 with the said leasing corporation for the lease of five (5) service vehicles through negotiated procurement without the required public bidding under Section 10 of Republic Act 9184 (Government Procurement Reform Act) for the total amount of P5,393,000.00, to the damage and prejudice of the government and to the detriment of public interest.

SB-12-CRM-0015

That in 2009, or sometime prior or subsequent thereto, in Mandaluyong City, Philippines, and within the jurisdiction of this Honorable Court, accused Camilo L. Sabio, a high ranking public officer, being then the Acting Chairman of the Presidential Commission on Good Government (PCGG), conspiring, confabulating, and confederating with Ricardo M. Abcede, Tereso L. Javier, Narciso S. Nario, and Nicasio A. Conti, then PCGG Commissioners, while in the performance of their official functions as such, taking advantage thereof and committing the offense in relation to office, did then and there willfully, unlawfully and criminally give unwarranted benefit, advantage or preference to UCPB Leasing and Finance Corporation, a sequestered company of PCGG, thru gross inexcusable negligence, evident bad faith, or manifest partiality, by entering into and/or cause the entering into an undated Lease Agreement with the said leasing corporation for the lease of six (6) service vehicles through negotiated procurement without the required public bidding under Section 10 of Republic Act 9184 (Government Procurement Reform Act) for the total amount of Php6,734,610.00, to the damage and prejudice of the government and to the detriment of public interest.^[2]

In a Resolution dated May 29, 2014, the Sandiganbayan dismissed the cases against accused Javier, Nario and Conti, for violation of their constitutional right to a speedy disposition of cases. Accused Abcede, on the other hand, passed away during the pendency of the case. Sabio was arraigned as the sole accused on January 28, 2015 and he entered a plea of not guilty.

During the preliminary conference and the pre-trial, the parties entered into a stipulation of facts, *viz.*: (a) accused Sabio is a public officer, then being the Chairman of the PCGG, who is charged in the cases; (b) the UCPB is a sequestered company of the PCGG; (c) Sabio was appointed Chairman of the Board of Directors of UCPB effective May 10, 2005 until his successor was duly elected and qualified; (d) he was elected OIC Chairman of the Board of Directors of CIIF Oil Mills Group effective May 10, 2005 until his successor was duly elected and qualified; and (e) he was elected Director of the UCPB effective May 12, 2005.^[3] The sole issue formulated during pre-trial was whether or not the Sabio is guilty of the offense charged.

During trial, the prosecution presented six (6) witnesses, namely: Marita B. Villarica,

Romulo Siazon, Corinne Joie M. Carillo,* Teresita Avante-Rosal, Marcial V. Flores and Irma S. Carlos.

Villarica, the head of the Administrative Services Division of the PCGG, identified the Personal Data Sheet, Appointment Papers, Oath of Office, Service Records, and Position Description Forms of Sabio. Siazon, a supervising administrative officer/OIC of the Human Resources Development Division of the PCGG, identified the certified true copies of the said documents which he had issued.

Carillo, an Associate Graft Investigation Officer III of the Office of the Ombudsman, testified that she conducted a fact-finding investigation on the alleged irregularities in the acquisition of new vehicles for top officials of the PCGG without public bidding. During the investigation, she found out that there are sixteen (16) other vehicles issued to different PCGG officials; three (3) of said vehicles were issued to Sabio. She also discovered that the PCGG entered into Lease Agreements with UCPB Leasing for the lease of five (5) vehicles in the total amount of P5,393,000.00 in 2007 and six (6) vehicles in the total amount of P6,734,610.00 in 2009.

Carillo learned, however, that no fund was appropriated to the PCGG for the purchase of motor vehicles in 2007. She stated that for the years 2006-2009, the procurement (plan) of goods and services of the PCGG did not include the lease/lease purchase of vehicles, and that the lease/lease purchase of the eleven (11) vehicles did not go through public bidding - all in violation of Commission on Audit (COA) Circular No. 85-55 and R.A. 9184.

Avante-Rosal, an intelligence officer of the PCGG, testified that she was designated as the Secretary of the Bids and Awards Committee (BAC) of the PCGG from 2006 to 2009, and her duties include the taking of minutes of meeting, preparing bidding guidelines, keeping records of bidding documents and assisting in the conduct of the bidding process. She stated that there were only five services for which the BAC of the PCGG annually conducted public bidding: janitorial, security, copier machine rental, air-condition maintenance, and supply of drinking water. She pointed out that no bidding process was conducted by the BAC for the lease of motor vehicles for the period of 2006 to 2009.

Flores testified that he was designated as OIC of the Finance and Administration Department of the PCGG from 2007 to 2010. In the course of his testimony, he identified a certification that he signed regarding the funds appropriated to the PCGG involving the purchase of motor vehicles from 2007 to 2008. He stated that upon checking the general appropriations for those years, he found out that no fund was appropriated to the PCGG for the purchase of vehicles in the said years.

Carlos, an accounting clerk employed by the PCGG, testified that in 2005, Sabio was issued a 2000 Isuzu Cross wind, a Toyota Innova, and a Toyota Fortuner DSL. She also said that the ownership of the motor vehicles subject of the 2007 lease agreement with UCPB Leasing were transferred to the PCGG after termination of the contract.

For his defense, Sabio testified that he was appointed as PCGG Chairman on April 27, 2005, as Chairman of the Board of Directors of the Coconut Industry Investment Fund (CIIF) Oil Mills Group, a sequestered group of coconut companies, as Board Member of UCPB, and as member of the Executive Committee, Trust Committee,

and Capital Adequacy Committee of the UCPB. He stated that UCPB was the administrator and trustee of the CIIF Oil Mills Group, a sequestered company, and that UCPB Leasing and Finance Corporation is a wholly-owned subsidiary of the UCPB.

On June 22, 2017, the Sandiganbayan rendered judgment finding Sabio guilty beyond reasonable doubt of violations of Section 3(e) of R.A. No. 3019 in Criminal Case Nos. SB-12-CRM-0014 and SB-12-CRM-0015, the dispositive portion of which reads:

WHEREFORE, judgment is rendered finding Camilo L. Sabio

- a. **GUILTY** of the charges in Criminal Case No. SB-12-CRM-0014 and hereby sentences him to suffer an indeterminate sentence of Six Years and One Month[,] as minimum[,] to Ten Years [,] as maximum[,] and to suffer the accessory penalty of perpetual disqualification from holding public office, and
- b. **GUILTY** of the charges in SB-12-CRM-0015 and hereby sentences him to suffer an indeterminate sentence of Six Years and One Month[,] as minimum[,] to Ten Years[,] as maximum[,] and to suffer the accessory penalty of perpetual disqualification from holding public office.^[4]

On July 6, 2017, Sabio sought the reconsideration of the Decision on these cases.

Sabio argues that as Chair of the PCGG, he held the rank of Cabinet Secretary and, thus, considered as the President's alter ego or political agent. It goes without saying, therefore, that when he approved the contract of lease for the vehicles used by himself and the PCGG Commissioners, it was as if the President approved the same. One of the basic principles of political law is the non-suability of the President of the Republic of the Philippines.

Sabio maintains that because of the PCGG's mandate and task, it is exempt from the requirements of the Procurement Law being vested with extraordinary constitutional, legal powers and authority. For instance, no civil action can be brought against the Commission or any of its member. It cannot be restrained by the courts. The lease agreements do not have to undergo the requirements of the Procurement Law. The PCGG then should be treated as *sui generis*.

Sabio's motion for reconsideration was denied by the Sandiganbayan in a Resolution^[5] dated August 25, 2017.

Dissatisfied, Sabio filed the instant Petition for Review on *Certiorari* on the sole ground that the judgment rendered by the Sandiganbayan is contrary to the provisions of Executive Order No. 1 of 1987 issued by then President Corazon Aquino, creating the PCGG for the purpose of recovering ill-gotten wealth accumulated by former President Ferdinand E. Marcos, theorizing in arguments the following:

- 1) The PCGG, being *sui generis*, it follows that the laws, rules and regulations involved and relied upon by the complainant did not apply to