

## SECOND DIVISION

[ G.R. Nos. 191611-14, July 29, 2019 ]

**LIBRADO M. CABRERA AND FE M. CABRERA, PETITIONERS, VS.  
PEOPLE OF THE PHILIPPINES, RESPONDENT.**

### DECISION

**REYES, J. JR., J.:**

Assailed in this Petition for Review on *Certiorari* is the Decision<sup>[1]</sup> dated November 19, 2009 of the Sandiganbayan (4<sup>th</sup> Division) which found petitioners guilty beyond reasonable doubt of violation of Republic Act (R.A.) No. 3019, otherwise known as the Anti-Graft and Corrupt Practices Act, and its Resolution<sup>[2]</sup> dated March 10, 2010, which denied petitioners' Motion for Reconsideration, in the consolidated Criminal Cases Nos. 27555, 27556, 27557 and 27558.

Petitioners Librado M. Cabrera (Librado) and Fe M. Cabrera (Fe) together with accused Luther H. Leonor (Leonor), as public officers, were charged in four separate Informations<sup>[3]</sup> with violation of Section 3(e) of R.A. No. 3019, as follows:

In **Criminal Case No. 27555**, Librado and Leonor, in their capacity as then Municipal Mayor and Municipal Councilor, respectively, of Taal, Batangas, through manifest partiality, evident bad faith and gross inexcusable negligence, made several direct purchases of medicines from Diamond Laboratories, Inc. (DLI), a corporation owned by the relatives by consanguinity of Librado. The purchases were made without the benefit of public bidding or canvass giving DLI unwanted benefit and depriving the Municipality of Taal the opportunity to avail of a better price of the same quality of supplies. The total costs of the purchases amounted to P503,920.35. Leonor, despite being the Municipal Councilor, acted as the authorized representative of DLI as he was the one who received all payments due and signed all pertinent documents of the transactions.

In **Criminal Case No. 27556**, Librado, then Mayor of the Municipality of Taal, Batangas, taking advantage of his official position, through manifest partiality, evident bad faith and gross inexcusable negligence, caused undue injury to the Municipality of Taal, to the government as a whole and to public interest at the same time, gave unwarranted benefit to himself by reimbursing, collecting and appropriating the total amount of P27,651.83 representing the expenses he incurred during his unauthorized and illegal travels to Manila.

In **Criminal Case No. 27557**, Fe and Leonor, in their capacity as then Municipal Mayor and Municipal Councilor, respectively, of Taal, Batangas through manifest partiality, evident bad faith and gross inexcusable negligence, made several direct purchases of medicines from DLI, a corporation owned by the relatives by consanguinity of Fe's husband, Librado. The purchases were made without the benefit of public bidding or canvass giving DLI unwanted benefit and depriving the

Municipality of Taal the opportunity to avail of a better price of the same quality of supplies. The total costs of the purchases amounted to P1,042,902.46. Leonor, despite being the Municipal Councilor, acted as the authorized representative of DLI as he was the one who received all payments due and signed all pertinent documents of the transactions.

In **Criminal Case No. 27558**, Fe, then Mayor of the Municipality of Taal, Batangas, taking advantage of her official position? through manifest partiality, evident bad faith and gross inexcusable negligence, caused undue injury to the Municipality of Taal, to the government as a whole and to public interest, at the same time, gave unwarranted benefit to herself by reimbursing, collecting and appropriating the total amount of P170,987.66 representing the expenses she incurred during her unauthorized and illegal travels to Manila.

Librado and Fe claimed that the purchases of medicines in question were covered by the exceptions allowing certain purchases without public bidding. These purchases conform with the exceptions pertaining to emergency purchases that were made directly from manufacturers or exclusive distributor of Philippine-manufactured drugs. Leonor, on the other hand, explained that his participation in these transactions was only by virtue of the request of DLI, his former employer, with respect to the collection of payments. Leonor clarified that he had no financial or material interest in these transactions and neither was his office charged with the grant of licenses or permits or concessions.

As to the charge of illegal reimbursements of travel expenses, Librado and Fe claimed that these were not questionable considering that they were supported with bills and receipts and certifications attesting that their travels were absolutely necessary. Moreover, they claimed that they secured the verbal permission of the governor before every travel and although late, they were able to secure a written permission from the governor after the travels.

On November 19, 2009, the Sandiganbayan (4<sup>th</sup> Division) rendered its Decision finding Librado and Fe guilty beyond reasonable doubt of violation of Section 3(e) of R.A. No. 3019. Leonor was acquitted for failure of the prosecution to prove his guilt beyond reasonable doubt. The dispositive portion thereof reads:

**ACCORDINGLY**, accused Librado Cabrera and Fe Cabrera are found guilty beyond reasonable doubt of having violated Republic Act 3019, Section 3(e) and are sentenced to suffer in prison the penalty of 6 years 1 month to 10 years for each charge as follows:

- 1) Accused Librado Cabrera for the charges in Criminal Case Nos. 27555 and 27556
- 2) Accused Fe Cabrera for the charges in Criminal Case Nos. 27557 and 27558

with the accessory penalty of perpetual disqualification from holding any public office. Accused Librado Cabrera and accused Fe Cabrera are directed to reimburse the Municipality of Taal, Batangas the amounts of

[Php]27,651.83 and [Php] 170,987.66 respectively[,] representing the disbursed amounts for their unauthorized travels.

For failure of the prosecution to prove the guilt of accused Luther H. Leonor beyond reasonable doubt, he is ACQUITTED.

Costs against accused Librado Cabrera and Fe Cabrera.

SO ORDERED.[4]

In Criminal Cases Nos. 27555 and 27557 involving the purchase of medicines without competitive public bidding, the Sandiganbayan ruled that since both Librado and Fe were public officers discharging administrative and official functions, they ought to abide by the fundamental rules in the procurement of supplies. The Sandiganbayan did not give merit to petitioners' defense that the purchases they made fell within the exceptions allowed by law, such as, they were emergency purchases and were directly bought from the manufacturer or exclusive distributor of Philippine-manufactured drugs. The Sandiganbayan ruled that in order to avail of the exceptions, there were requirements to be complied with which petitioners failed to comply.

In Criminal Cases Nos. 27556 and 27558, involving reimbursements of travel expenses, the Sandiganbayan ruled that petitioners did not comply with the proper procedure. The Sandiganbayan did not subscribe to petitioners' defense that their travels, albeit belatedly obtained, were with the official permission of the governor. As it ruled, the permission referred to by petitioners was not the permission required for purposes of accounting and reimbursement. The Local Government Code (LGC) and its Implementing Rules and Regulations (IRR) provide for mandatory documents bearing the required permission/travel order that must be submitted.

Petitioners moved for reconsideration. Their motion was, however, denied in a Resolution<sup>[5]</sup> dated March 10, 2010.

Petitioners appealed to this Court seeking reversal of the Sandiganbayan's Decision on the following assignment of errors, to wit:

- I. THE SANDIGANBAYAN (4<sup>th</sup> DIVISION) COMMITTED A MANIFEST ERROR OF LAW IN EQUATING LACK OF PUBLIC BIDDING TO GIVING UNWARRANTED BENEFIT TO DIAMOND LABORATORIES, INC. (DLI).<sup>[6]</sup>
- II. THE SANDIGANBAYAN (4<sup>th</sup> DIVISION) COMMITTED A MANIFEST ERROR OF LAW IN RULING THAT THE PERMISSION REQUIRED UNDER SECTION 96(B) OF THE LOCAL GOVERNMENT CODE MUST BE IN WRITING NOTWITHSTANDING THE EN BANC DECISION OF THIS HONORABLE COURT IN "CABRERA ET[.] AL[.] VS[.] MARCELO"<sup>[7]</sup>

III. THE SANDIGANBAYAN (4<sup>th</sup> DIVISION) COMMITTED A MANIFEST ERROR OF LAW IN RULING THAT THE REIMBURSEMENT OF PETITIONERS' TRAVEL EXPENSES RESULTED IN UNDUE INJURY ON THE GOVERNMENT DESPITE THE PERMISSION GRANTED THEREFOR BY FORMER GOVERNOR MANDANAS.<sup>[8]</sup>

Section 3(e) of R.A. No. 3019 provides:

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

x 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.

In *Cabrera v. Sandiganbayan*,<sup>[9]</sup> the Court laid down the essential elements of the crime, *viz.*:

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. That his action caused any undue injury to any party, including the government, or giving any private party unwarranted benefits, advantage or preference in the discharge of his functions.<sup>[10]</sup>

The *first* element need not be explained. In this case, there is no doubt that petitioners are public officers of Taal, Batangas, during the material time and date of the commission of the alleged violation. Librado was the mayor from January 30, 1998 to June 30, 1998 and his wife, Fe, was the incumbent Mayor from July 28, 1998 to July 6, 1999.

The *second* element provides the modalities by which a violation of Section 3(e) of R.A. No. 3019 may be committed. It must be stressed that these three modes, namely "manifest partiality," "evident bad faith," or "gross inexcusable negligence"

are not separate offenses, and proof of the existence of any of these three in connection with the prohibited acts committed, is sufficient to convict.<sup>[11]</sup> As explained by this Court:

x x x. There is "manifest partiality" when there is clear, notorious, or plain inclination or predilection to favor one side or person rather than another. "Evident bad faith" connotes not only bad judgment but also palpably and patently fraudulent and dishonest purpose to do moral obliquity or conscious wrongdoing for some perverse motive or ill will. "Evident bad faith" contemplates a state of mind affirmatively operating with furtive design or with some motive of self-interest or ill will or for ulterior purposes. "Gross inexcusable negligence" refers to negligence characterized by the want of even the slightest care, acting or omitting to act in a situation where there is a duty to act, not inadvertently but wilfully and intentionally, with conscious indifference to consequences insofar as other persons may be affected.<sup>[12]</sup> (Citations omitted)

The *third* element refers to two (2) separate acts that qualify as a violation of Section 3(e) of R.A. No. 3019. An accused may be charged with the commission of either or both. The use of the disjunctive term "*or*" connotes that either act qualifies as a violation of Section 3(e) of R.A. No. 3019.<sup>[13]</sup>

The *first* punishable act is that the accused is said to have caused undue injury to the government or any party when the latter sustains actual loss or damage, which must exist as a fact and cannot be based on speculations or conjectures. The loss or damage need not be proven with actual certainty. However, there must be "some reasonable basis by which the court, can measure it." Aside from this, the loss or damage must be substantial. It must be "more than necessary, excessive, improper or illegal"<sup>[14]</sup>

The *second* punishable act is that the accused is said to have given unwarranted benefits, advantage, or preference to a private party. Proof of the extent or quantum of damage is not thus essential.<sup>[15]</sup> It is sufficient that the accused has given "unjustified favor or benefit to another."<sup>[16]</sup>

In the instant case, Librado's and Fe's violation of the aforesaid Section 3(e) of R.A. No. 3019 basically hinges on two delictual acts, namely: (1) the awarding of procurement contract (for the purchase of medicines) to a private person (DLI) without the benefit of competitive public bidding as provided under the LGC, as referred to in Criminal Cases Nos. 27555 and 27557, and (2) by making illegal reimbursements of amounts representing the expenses for their unauthorized travels to Manila, as referred to in Criminal Cases Nos. 27556 and 27558.

### **Criminal Cases Nos. 27555 and 27557**

Petitioners *first* act constituting violation of Section 3(e) of R.A. No. 3019 is the alleged procurement of supplies without the benefit of public bidding.