

SECOND DIVISION

[G.R. NO. 161877, March 23, 2006]

**ARIEL C. SANTOS, PETITIONER, VS. PEOPLE OF THE
PHILIPPINES AND THE SANDIGANBAYAN, RESPONDENTS.**

DECISION

GARCIA, J.:

In this petition for review on certiorari, petitioner Ariel C. Santos assails and seeks the reversal of the July 31, 2003 decision^[1] of the Sandiganbayan (Third Division) in *Criminal Case No. 21770*, as reiterated in its January 28, 2004 resolution,^[2] denying petitioner's motion for reconsideration.

The facts:

In an Information^[3] filed with the Sandiganbayan, thereat docketed as *Criminal Case No. 21770* and raffled to its Third Division, herein petitioner Ariel Santos y Cadiente, then the Labor Arbiter of the National Labor Relations Commission (NLRC), Regional Arbitration Branch No. III, San Fernando, Pampanga, was charged with violation of Section 3(e) of Republic Act (R.A.) No. 3019, as amended, otherwise known as the *Anti-Graft and Corrupt Practices Act*, allegedly committed as follows:

That on March 11, 1993 and June 15, 1993 respectively, in San Fernando, Pampanga, ..., the above-named accused, ..., being then the Labor Arbiter of the [NLRC], Regional Arbitration Branch No. III, San Fernando, Pampanga, while in the performance of his quasi-judicial functions, taking advantage of his position and committing the offense in relation to his office, did then and there willfully, unlawfully, criminally and through evident bad faith and manifest partiality towards Abraham Mose, complainant in NLRC-RAB Case No. RO3-198-79 captioned *Abraham Mose vs. Plaza Hotel/Apartments*, cause undue injury to Conrado L. Tiu, the owner of the Plaza Hotel/Apartments, in the following manner: accused despite the pendency of the motion for reconsideration of his Order dated October 21, 1992 directing the issuance of a writ of execution and the opposition to the motion for execution as well as the motion to quash writ of execution, issued first a writ of execution dated March 11, 1993 followed by an alias writ of execution dated June 15, 1993, without acting on the said motions and opposition anymore, and as a consequence thereof, undue injury was caused to Conrado L. Tiu while giving unwarranted benefit and advantage to Abraham Mose.

CONTRARY TO LAW. [Words in bracket added.]

Arraigned on April 22, 1996,^[4] petitioner, as accused below, entered a plea of "Not Guilty."

In the ensuing pre-trial conference, petitioner made the following admissions of fact duly embodied in the court's second pre-trial order^[5] dated April 13, 1999:

1. That at the time material to the case as alleged in the information, accused Ariel Santos was the Labor Arbiter of the NLRC-Branch III, San Fernando, Pampanga;
2. That the accused issued an Order dated October 21, 1992, directing the issuance of Writ of Execution against Conrado L. Tiu in NLRC-RAB Case No. RO3-198-79;
3. That Conrado L. Tiu, addressed to the accused, a motion for reconsideration of said Order directing the issuance of Writ of Execution;
4. That likewise, Conrado L. Tiu filed an opposition to Abraham Mose's motion for issuance of Writ of Execution in the above-entitled case;
5. That without resolving the Motion for Reconsideration, and despite the pendency of the same accused issued a Writ of Execution dated March 11, 1993, as well as an Alias Writ of Execution dated June 15, 1993 in said case.

During trial, the prosecution adduced in evidence the testimony of its sole witness in the person of private complainant Conrado L. Tiu, owner of Plaza Hotel/Apartments, and the documents he identified and marked in the course of the proceedings.

For its part, the defense, following the denial of its *Demurrer to Evidence*,^[6] called to the witness box petitioner himself and one Norma G. Reyes.

As summarized in the decision under review, the parties' respective versions of the relevant incidents follow:

Facts as established by the prosecution

On July 10, 1981, a Decision was rendered by Labor Arbiter Andres Palumbarit of the Ministry of Labor and Employment of Region 3, Arbitration Branch in RO3-AB Case No. 198-79 entitled *Abraham M. Mose vs. Plaza Hotel/Apartments*, owned by Conrado L. Tiu. In said Decision, Conrado L. Tiu was ordered to pay his former employee, Abraham Mose, backwages and other benefits from the time he was illegally dismissed up to the time of his reinstatement, without however indicating any particular amount.

Pursuant to the above Labor Decision, NLRC Corporate Auditing Examiner Maria Lourdes L. Flores issued a Report of Examiner rendering the computation of Abraham Mose's backwages and benefits for a period of three (3) years from July 1979for a total amount of P16,360.50.

On September 2, 1981, the Plaza Hotel/Apartments filed a Memorandum of Appeal with the MOLE Region 3, ... seeking for the reversal/reconsideration of the above stated Labor Decision. This appeal was, however, dismissed per Resolution dated August 4, 1982. Plaza Hotel/Apartments raised their appeal to the Honorable Supreme Court which was docketed as G.R. No. 77105.

While the appeal was still pending before the Court, another Report of Examiner was rendered by Examiner Philip A. Manansala increasing the award from P16,360.50 to P63,537.76 which now covered backwages and benefits from July 1979 to May 1987.

This sudden increase of judgment award prompted Plaza Hotel/Apartments to file an objection to the Report of Examiner Philip Manansala, citing among others: a) Supreme Court rulings that the maximum backwages to be paid should only cover three (3) years from dismissal;

On March 15, 1989, the Supreme Court denied the appeal filed by Plaza Hotel/Apartments and with finality on August 3, 1989.

On March 13, 1990, the NLRC Region 3 through ... Norma G. Reyes, made a recomputation of the judgment award in favor of Abraham Mose in accordance with the Supreme Court ruling covering a period of only three (3) years from the date of dismissal. This recomputed award amounted to P19,908.46

After the above incidents, [the] accused took over the above Labor Case RO3-AB-Case No. 198-79, On October 21, 1992, [he] issued an Order of even date, which increased the judgment award from P19,908.46 to a skyrocketing P178,462.56 adopting and citing therein as basis a Report of Fiscal Examiner dated September 24, 1991, which was not even furnished to Plaza Hotel/Restaurants, Conrado L. Tiu or his counsel. This computation was contrary to the prevailing jurisprudence in *Lepanto Consolidated Mining Co. vs. Encarnacion*, where the monetary awards for illegally dismissed employees should only cover a three (3) year-period from the time of dismissal. The October 21, 1992 Order of [the] accused included the order for the issuance of Writ of Execution.

Plaza Hotel/Apartments filed a Motion for Reconsideration dated November 5, 1992 seeking the reconsideration of the above Order of accused Cited as grounds for reconsideration, *inter alia*, are: a) the order assailed [is] contrary to the prevailing jurisprudence laid in *Lepanto Consolidated Mining*; b) Conrado L. Tiu cannot possibly reinstate Abraham Mose to his former position as waiter in the Plaza Hotel because it has already closed business as early as January 21, 1987

During the pendency of the Plaza Hotel's Motion for Reconsideration, Abraham Mose through counsel filed an Ex-Parte Motion for Execution of the Order dated October 21, 1992. This was opposed by Plaza Hotel/Apartments

Without however acting on the Plaza Hotel/Apartments' Motion for Reconsideration dated November 5, 1992 and the Opposition to Motion for Execution dated February 6, 1993, [the] accused issued a Writ of Execution dated March 11, 1993 to implement his Order of October 21, 1992 to collect the amount of P178,462.56 Reacting to this action of [the] accused, Plaza Hotel/Apartments filed on May 25, 1993 a Motion to Quash Writ of Execution and to Resolve Motion for Reconsideration. [The] accused however ignored all the abovesaid Motions and pleadings filed by Plaza Hotel/Apartments.

Conrado L. Tiu, was then compelled to file a Petition for Injunction before the Department of Labor and Employment with a prayer for [a] Temporary Restraining Order [TRO].

The NLRC in its Resolution of June 9, 1993 issued the (TRO) enjoining the accused from enforcing his Writ of Execution dated March 11, 1993. In order to implement the TRO, the NLRC imposed as a condition the posting by Conrado L. Tiu of a cash or surety bond equivalent to the judgment award of P178,462.56 [which Tiu complied] as shown by his payment of premium amounting to P11,885.50.

Despite the [TRO], [the] accused issued an "Alias Writ of Execution" dated June 15, 1993 reiterating the enforcement of his previous Writ of Execution. However, this was not enforced due to the [TRO] presented by Conrado L. Tiu to the NLRC Sheriffs

On February 8, 1994, the NLRC, issued a decision to limit the computation of judgment award in favor of Abraham Mose to only three (3) years from July 4, 1979 to July 4, 1982 without qualification or deduction according to the prevailing jurisprudence laid down by the Supreme Court.^[7] (Words in bracket added).

Facts as established by the defense

Accused Ariel Santos admitted that he had issued a Writ of Execution on the Decision dated July 10, 1981 of the Labor Arbiter Andres Palumbarit The award, however, was increased from P19,908.46 to P178,462.56 The said writ of execution was issued on March 11, 1993. A Motion for Reconsideration dated February 6, 1993 was subsequently filed by the Plaza Hotel/Apartments on the Order dated October 21, 1992, but [the] accused deemed not to resolve the same because he felt there is no necessity to resolve it, since the decision of Labor Arbiter Palumbarit has become final and executory, hence, ministerial for his part to implement and enforce the same.

On February 28, 1994, a Decision of the NLRC was issued stating that the backwages should be limited only to three (3) years in consonance with the ruling in the Lepanto Mining Company case. He further testified that, he did not know anymore nor aware what happened to the case since, as of August, 1993, he was assigned at the NLRC—NCR, and much as he wanted to rectify the error, he can no longer do so

....

Prior to the issuance of the above—said decision, a [TRO] was issued by the DOLE—NLRC for the enjoinder of the implementation of the writ of execution dated March 11, 1993, however, [the] accused issued an alias writ of execution. The Sheriff assigned did not implement the said writs.

Norma Reyes initially made a computation for the back wages of Abraham Mose in the amount P19,908.46 However, she made a recomputation based on the Order of [the accused] dated October 21, 1992 and increased the P19,908.46 back wages to P178,462.56 She was not informed by [the] accused that it is physically impossible for Mose to be reinstated^[8] (Words in bracket added)

In the same decision, the Sandiganbayan (Third Division) adjudged petitioner guilty as charged and, accordingly, sentenced him, thus:

WHEREFORE, the Court finds accused ARIEL SANTOS y CADIENTE **GUILTY** beyond reasonable doubt of violation of Section 3 (e) of Republic Act No. 3019, otherwise known as "The Anti-Graft and Corrupt Practices Act", and sentences said accused to EIGHT (8) YEARS and ONE (1) DAY, as minimum, to TEN (10) YEARS, as maximum, and perpetual disqualification from holding public office.

Ariel Santos is also ordered to pay Plaza Hotel/Apartments, through Conrado L. Tiu, the following sums as his civil liability:

1. P68,000 for the attorney's fees paid by Conrado L. Tiu because of filing of this case; and
2. P11,800 for the supersedeas bond paid by Conrado L. Tiu in connection with the restraining order issued by the DOLE-NLRC.

SO ORDERED.^[9]

His motion for reconsideration having been denied by the same court in its equally assailed Resolution of January 28, 2004,^[10] petitioner is now with this Court via the present recourse imputing on the respondent court the following errors:

I. I. IN HOLDING THAT PETITIONER WAS GUILTY OF MANIFEST PARTIALITY IN ISSUING THE WRITS OF EXECUTION SUBJECT OF THE INFORMATION.

II. II. IN HOLDING THAT THE PRIVATE COMPLAINANT SUFFERED UNDUE INJURY SINCE, AS SHOWN ABOVE, THE JUDGMENT FOR WHICH HE WAS HELD LIABLE TO PAY BACKWAGES, WHETHER FOR THAT LIMITED PERIOD OF THREE (3) YEARS OR CONTINUING BACKWAGES UNTIL ACTUAL REINSTATEMENT HAS NEVER BEEN SATISFIED.

The petition is not impressed with merit.