



Republic of the Philippines
 Supreme Court
 Manila

FIRST DIVISION

SUPREME COURT OF THE PHILIPPINES
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FERNANDO A. MELENDRES,
 Petitioner,

G.R. No. 194346

Present:

- versus -

LEONARDO-DE CASTRO, J.,
Chairperson,

DEL CASTILLO,
JARDELEZA,
TIJAM, and
GESMUNDO, JJ.*

**OMBUDSMAN MA.
 MERCEDITAS N.
 GUTIERREZ AND
 JOSE PEPITO M.
 AMORES, M.D.,**

Promulgated:

Respondents. **JUN 18 2018**

X-----*[Signature]*X

DECISION

TIJAM, J.:

This is a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court assailing the Resolutions dated June 15, 2010² and November 9, 2010³ of the Court of Appeals (CA) in CA-G.R. SP No. 113143, which dismissed petitioner Fernando A. Melendres' (Melendres) appeal for failure to comply with the CA Resolution⁴ dated April 6, 2010 directing him to submit various documents material to his petition.

* Designated Acting Member per Special Order No. 2560 dated May 11, 2018.

¹ *Rollo*, pp. 24-56.

² Penned by Associate Justice Ramon M. Bato, Jr., concurred in by Associate Justices Juan Q. Enriquez, Jr. and Florino S. Macalino; id. at 14-15.

³ Id. at 18-21.

⁴ Id. at 220-221.

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Antecedents

The Department of Health (DOH) and Department of Budget and Management (DBM) approved the realignment of funds in the amount of ₱73,258,377.00 for the completion of the rehabilitation of the Lung Center of the Philippines (LCP). The realignment of funds was covered by a Special Allotment Release Order⁵ (SARO) No. BMB-B-00-0192.⁶

Melendres, then Executive Director of the LCP, entrusted with the implementation and administration of the SARO, requested the Branch Manager of the Land Bank of the Philippines West Triangle Branch for the issuance of a Manager's Check in the amount of ₱73,258,377.00.⁷

On February 4, 2002, Melendres requested the Office of the Government Corporate Counsel (OGCC) to review and evaluate a supposed investment Management Agreement (IMA) with Philippine Veterans Bank (PVB).⁸

On February 13, 2002, even prior to the response of the OGCC for the contract review, Melendres transmitted the manager's check to PVB with instructions to place the same under an IMA for 30 days.⁹

On May 3, 2002, the OGCC replied to Melendres' request, the pertinent portions of which are quoted hereunder:

In your letter requesting our Office to evaluate, review and make suggestions on your proposed Investment Contract with the Bank, the only attachment you submitted is the proposed Contract only. Hence, we are constrained to advise you to submit the Resolution from the LCP Board of Trustees containing the following:

1. The authority to place an investment management account with PVB;
2. The amount of money authorized to be placed in the investment management account;
3. The person authorized by LCP to enter into the Contract, sign for and in its behalf and transact business with PVB relative to this investment management account, designating his capacity and position in LCP;

While PVB has been recognized as a government depository pursuant to Republic Act No. 3518[,] as amended by Republic Act No. 7169, the Memorandum issued by then former President Joseph Ejercito Estrada and the Monetary Board Resolution No. 578 dated June 13, 1996

⁵ Id. at 187.

⁶ Id. at 82.

⁷ Id. at 83, 188.

⁸ Id. at 83, 112.

⁹ Id. at 83, 197.

which was implemented by BSP Circular No. 110, Series of 1996, we also advise you to first verify with the Bangko Sentral ng Pilipinas (BSP for brevity) whether PVB is duly authorized to engage in investment management business. If it is so authorized, you should do business directly with the Trust Department of PVB and verify who is the Trust Officer of PVB in the Trust Department with whom LCP should be directly transacting business with. This is in consonance with the BSP regulations.

The proposed [IMA] appears to be a modified sample agreement contained in the Manual of Regulations for Banks prepared by the BSP. The Agreement is one of agency. It is for this reason that the funds invested by LCP should be invested by PVB in government securities only and shall be in the name of LCP. If the investment is made in the name of PVB, there should be an indication that PVB is acting merely as an agent of LCP who is the principal.

x x x x

Even as the Investment Agreement does not partake the nature of a "Trust Agreement" but is merely one of "Agency", we still suggest provisions on the liability of PVB for grossly disadvantageous transactions attended by fraud, gross negligence and abuse of authority.

x x x x.¹⁰

Nevertheless, despite the letter from the OGCC, it appears that Melendres, along with Albilio C. Cano (Cano), Manager of the Administrative and Ancillary Department of the LCP, and Angeline Rojas (Rojas), Chief of Finance Services of the LCP, continued to authorize the roll over of the funds placed in PVB.¹¹

On June 5, 2002, Ma. Milagros Campomanes-Yuhico (Yuhico) requested Melendres to return the signed IMA and to submit certain documents. Melendres referred the letter to the Cash Division with the following note:

In view of the inability of the Board of Trustees to convene for the past months, we could not immediately satisfy the requirements of PVB. Transfer our deposits to DBP PHC instead.¹²

Hence, on October 22, 2002, a complaint for Grave Misconduct¹³ was filed by Jose Pepito Amores (Amores), the Deputy Director for Hospital Support Services of the LCP against Melendres, Cano, Rojas, Chona Victoria Reyes-Guray (Guray), Branch Head of the PVB Aurora Boulevard Branch and Yuhico as Assistant Vice-President of PVB. The complaint

¹⁰ Id. at 113-115.

¹¹ Id. at 84, 203, 206, 210, 211, 215.

¹² Id. at 84, 217.

¹³ See Ombudsman Decision dated August 24, 2009, id. at 81-95.

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alleged that Melendres, along with the other officials of LCP, “in clear conspiracy with one another”, caused undue injury to the government and the LCP when they misappropriated the funds for LCP's renovation by utilizing the same for private investment purposes to the detriment of the government medical service. The complaint also charged them with attempt to hide the anomaly by failing to disclose the invested amount in the Balance Sheet of LCP, as of March 31, 2002.¹⁴

The complaint likewise contended that the IMA was grossly disadvantageous to the government, per the opinion of the OGCC. Amores also emphasized that the respondents therein, including Melendres, continued the IMA accounts until they were required to submit the necessary documents.¹⁵

Melendres, for his part, denied Amores' accusations and claimed that PVB is an authorized government depository bank. He explained that the decision to transfer ₱73,258,377.00 from LBP to PVB was not a placement under an IMA, but merely a special savings deposit with an interest yield of 7.25% for thirty (30) days. He contended that such act was authorized under the LCP Board of Trustees' Resolution dated January 30, 2002.¹⁶

He explained that he did not place the money in an IMA because he was awaiting the advice and opinion of the OGCC on the matter. Melendres claimed that the IMA was never formalized nor implemented, as he has not signed the IMA.¹⁷

He asserted that the transfer of funds to PVB was authorized under the LCP Board of Trustees' Resolution of January 30, 2002 which provides, in part:

RESOLUTION

WHEREAS, LCP has savings, trust funds, and other funds that will be utilized sooner or later which may be placed in profitable but safe investments to generate income pending utilization;

WHEREAS, the said funds may be invested in treasury bills or deposited with any of the four (4) government depository banks: namely Land Bank of the Philippines (“LBP”) or Development Bank of the Philippines (“DBP”) or Philippine National Bank (“PNB”) or Philippine Veterans Bank (“PVB”), whichever of the aforementioned banks shall give the highest yield or interest rates;

¹⁴ Id. at 84-85.

¹⁵ Id. at 84.

¹⁶ Id. at 525.

¹⁷ Id. at 525-526.

NOW, THEREFORE, RESOLVED, that pending utilization, the savings and other funds of LCP be invested in treasury bills or deposited with the LBP, DBP, PNB, or PVB whichever of the aforementioned banks shall offer the highest yield or interest income for LCP;

RESOLVED, FURTHER, that, for this purpose, the Executive Director, or in his absence, the Administrative Officer, be authorized, as he is hereby authorized, to invest the said unutilized funds and savings as directed above, and to sign and execute in behalf of LCP such papers and documents as may be necessary to implement the foregoing mandate.”¹⁸

Ruling of the Ombudsman

In a Decision¹⁹ dated April 30, 2007, the Ombudsman found Melendres, Cano and Rojas guilty of grave misconduct. The Ombudsman found that it was clear from the correspondence of the therein respondents with the PVB officials that they intended to enter into an investment agreement. It did not give credit to Melendres' claim that the placement of LCP funds to PVB was authorized considering it was done prior to the execution of the LCP Board Resolution. The dispositive portion of the Ombudsman decision, states:

WHEREFORE, respondents [Guray and Yuhico] are **ABSOLVED** of the administrative charge of Grave Misconduct. The instant complaint against them is hereby **DISMISSED**, with the admonition that they should be more circumspect in their actions as bank personnel to avoid the appearance of impropriety in their business dealings.

Respondents [MELENDRES, CANO and ROJAS] are hereby found **GUILTY** of **GRAVE MISCONDUCT** and are hereby meted the penalty of **DISMISSAL FROM THE SERVICE** with all its accessory penalties, pursuant to Section 52, Rule IV, Uniform Rules on Administrative Cases (CSC Resolution No. 991936), dated August 31, 1999.

The Honorable Francisco Duque, Secretary of the Department of Health, is hereby directed to implement this decision in accordance with law and rules, and to forthwith inform this Office of the action taken.

SO RESOLVED.²⁰

Likewise, the Ombudsman denied petitioner's motion for reconsideration in its Resolution²¹ dated August 24, 2009.

¹⁸ Id. at 525.

¹⁹ Id. at 81-95.

²⁰ Id. at 93-94.

²¹ Id. at 96-100.

Ruling of the CA

Melendres then appealed the decision of the Ombudsman to the CA under Rule 43 of the Rules of Court.

On April 6, 2010, the CA issued a Resolution²² requiring Melendres to submit, within three (3) days from receipt, clearly legible copies of material portions of the record and other supporting documents, with warning that failure to comply will result to the dismissal of the petition.

Melendres then submitted a motion requesting for an extension of 15 days within which to comply with the April 6, 2010 Resolution of the CA.

On June 15, 2010, as aforestated, the appellate court dismissed the petition for failure to comply with the April 6, 2010 Resolution. The CA also denied Melendres' motion for reconsideration²³ of the June 15, 2010 Resolution in its November 9, 2010 Resolution.²⁴

Melendres also filed an Urgent Manifestation and Motion with Leave of Court (To Consolidate the Case before this Court to the Case of *Angeline Rojas versus Ombudsman Ma. Merceditas N. Gutierrez et al.*, CA-GR SP No. 113649 and *Albilio C. Cano versus Ombudsman Ma. Merceditas N. Gutierrez et al.*, CA-GR SP No. 114495) dated August 16, 2010.²⁵ The CA merely noted the motion in its Resolution²⁶ dated November 9, 2010.

Hence, the instant petition.

Issues

Melendres raised the following arguments in support of his petition:

- I. THE DECISION OF PUBLIC RESPONDENT OMBUDSMAN IS NOT SUPPORTED BY SUBSTANTIAL EVIDENCE[;]
- II. THE PLACEMENT OF THE FUNDS THROUGH AN [IMA] WAS AUTHORIZED BY THE BOARD OF TRUSTEES[;]
- III. THE GOVERNMENT CORPORATE COUNSEL WHICH HAS OVERSIGHT AUTHORITY OVER LCP DID NOT STATE IN ITS OPINION THAT THE IMA IS GROSSLY DISADVANTAGEOUS TO THE GOVERNMENT[;]

²² Id. at 220-221.

²³ Id. at 65-74.

²⁴ Id. at 18-21.

²⁵ Id. at 101-106.

²⁶ Id. at 18-21.

- IV. THERE WAS NO [IMA] SIGNED BY [MELENDRES] AS THE DEPOSIT BY THE REALIGNED FUNDS WITH PVB WAS AN INTEREST YIELDING TIME DEPOSIT IN MEANTIME THAT THE FUNDS WERE NOT BEING UTILIZED FOR THE REHABILITATION OF THE LCP[;]
- V. IN ACCORD WITH THE MANDATE OF THE BOARD RESOLUTION OF JANUARY 30, 2002, [MELENDRES] WAS VALIDLY CLOTHED WITH AUTHORITY TO ENTER INTO SAVINGS DEPOSIT WHICH, INDEED, HE UNDERTOOK PENDING UTILIZATION OF THE REALIGNED FUNDS AND THE DEPOSIT MADE WITH PVB WAS IN CONSONANCE WITH THE JANUARY 30, 2002 BOARD RESOLUTION OF THE LCP BOARD OF TRUSTEES[; AND]
- VI. THERE WAS NO GROSS MISCONDUCT FOR THE ACTS IMPUTED AGAINST [MELENDRES], AS, IN FACT, NOT EVEN SIMPLE MISCONDUCT EXISTS TO WARRANT THE HOLDING THAT [MELENDRES] IS GUILTY OF MISCONDUCT TO BE METED WITH SUCH A SEVERE PENALTY OF DISMISSAL FROM SERVICE WITH SUCH ACCESSORY PENALTIES INDICATED IN THE DISPOSITIVE PORTION OF THE DECISION.²⁷

Summed up, the fundamental issues in the instant case are as follows: 1) whether the CA correctly dismissed the petition for failure to comply with its April 6, 2010 Resolution; and 2) whether Melendres is guilty of grave misconduct.

Ruling of the Court

The CA correctly dismissed the appeal

The right to appeal is not a natural right or a part of due process; it is merely a statutory privilege, and may be exercised only in the manner and in accordance with the provisions of law.²⁸ As such, the party seeking relief from the appellate court must strictly comply with the requirements set forth by the rules. Compliance with the procedural rules is essential for the speedy disposition of justice.

In this case, Rule 43 provides for the following requirements:

Section 4. Period of appeal. The appeal shall be taken within fifteen (15) days from notice of the award, judgment, final order or resolution, or from the date of its last publication, if publication is required by law for its

²⁷ Id. at 35-44.

²⁸ *Boardwalk Business Ventures, Inc. v. Elvira A. Villareal (deceased), et al.*, 708 Phil. 443, 445 (2013).

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effectivity, or of the denial of petitioner's motion for new trial or reconsideration duly filed in accordance with the governing law of the court or agency *a quo*. Only one (1) motion for reconsideration shall be allowed. Upon proper motion and the payment of the full amount of the docket fee before the expiration of the reglementary period, the Court of Appeals may grant an additional period of fifteen (15) days only within which to file the petition for review. No further extension shall be granted except for the most compelling reason and in no case to exceed fifteen (15) days.

Section 5. *How appeal taken.* — Appeal shall be taken by filing a verified petition for review in seven (7) legible copies with the Court of Appeals, with proof of service of a copy thereof on the adverse party and on the court or agency *a quo*. The original copy of the petition intended for the Court of Appeals shall be indicated as such by the petitioner.

Upon the filing of the petition, the petitioner shall pay to the clerk of court of the Court of Appeals the docketing and other lawful fees and deposit the sum of P500.00 for costs. Exemption from payment of docketing and other lawful fees and the deposit for costs may be granted by the Court of Appeals upon a verified motion setting forth valid grounds therefor. If the Court of Appeals denies the motion, the petitioner shall pay the docketing and other lawful fees and deposit for costs within fifteen (15) days from notice of the denial.

Section 6. *Contents of the petition.* — The petition for review shall (a) state the full names of the parties to the case, without impleading the court or agencies either as petitioners or respondents; (b) contain a concise statement of the facts and issues involved and the grounds relied upon for the review; (c) be accompanied by a clearly legible duplicate original or a certified true copy of the award, judgment, final order or resolution appealed from, together with certified true copies of such material portions of the record referred to therein and other supporting papers; and (d) contain a sworn certification against forum shopping as provided in the last paragraph of section 2, Rule 42. The petition shall state the specific material dates showing that it was filed within the period fixed herein.

Section 7. *Effect of failure to comply with requirements.* — **The failure of the petitioner to comply with any of the foregoing requirements regarding the payment of the docket and other lawful fees, the deposit for costs, proof of service of the petition, and the contents of and the documents which should accompany the petition shall be sufficient ground for the dismissal thereof.** (Emphasis ours)

In this case, the appellate court required submission of certain documents and expressly warned Melendres that dismissal is forthcoming in case of failure to comply. Melendres, despite the extension given him, still failed to comply with the documents required by the appellate court. Clearly, dismissal is justified under the Rules of Court. Melendres' failure to abide by the procedural requirements, under the aforesaid circumstances, results in the forfeiture of his right to appeal. "The perfection of an appeal

in the manner and within the period permitted by law is not only mandatory, but also jurisdictional.”²⁹

Though this Court has invariably relaxed the rule on technicalities in order to afford litigants their day in court, liberal application of procedural rules is still the exception.³⁰ [T]he primordial policy is a faithful observance of the Rules of Court, and their relaxation or suspension should only be for persuasive reasons and only in meritorious cases, to relieve a litigant of an injustice not commensurate with the degree of his thoughtlessness in not complying with the procedure prescribed.³¹

In this case, it does not appear that Melendres has offered a sufficient reason for the liberal application of the rules. We agree with the appellate court that, instead, it is evident that Melendres' counsel has been negligent in handling the petition in that:

Third. [Melendres'] counsel is fully aware of the legal consequence of his failure to comply with the Resolution of the Court. In fact, [Melendres'] counsel even filed a Motion for Time dated April 13, 2010 to submit the required documents up to April 10, 2010. But despite his request for extension of fifteen days, as of June 15, 2010, [Melendres'] counsel through his own fault and/or negligence failed to submit the required documents. Had he instituted a system of monitoring his cases he could have easily complied with the submission of the documents within the period he requested. Blaming his legal secretary for his predicament will not absolve him of his responsibility. Negligence of clerks, which affects the cases handled by lawyers, is binding upon the latter (B.R. Sebastian Enterprises vs. CA, G.R. No. 41862, February 7, 1992). Undoubtedly, [Melendres'] counsel is negligent in performing his obligation to his client and to his commitment to the Court.³²

However, in the interest of substantial justice, this Court deems it wise to overlook procedural technicalities in order to rule on the substantive issue put forth in the instant petition.

Melendres is liable for simple misconduct

“Misconduct generally means wrongful, improper or unlawful conduct, motivated by premeditated, obstinate or intentional purpose.”³³ “It is intentional wrongdoing or deliberate violation of a rule of law or standard of behavior and to constitute an administrative offense, the

²⁹ *Spouses Espejo v. Ito*, 612 Phil. 502, 514 (2009).

³⁰ See *Building Care Corp./Leopard Security & Investigation Agency, et al. v. Macaraeg*, 700 Phil. 749 (2012).

³¹ *Birkenstock Orthopaedie GmbH and Co. KG v. Phil. Shoe Expo Marketing Corp.*, 721 Phil. 867, 875-876 (2013).

³² *Rollo*, pp. 225-226.

³³ *SPOI Acuzar v. Jorolan, et al.*, 631 Phil. 514, 522 (2010).

misconduct should relate to or be connected with the performance of the official functions and duties of a public officer.”³⁴ In addition, in order to be considered grave misconduct, it must be shown that the acts involve the additional elements of corruption or willful intent to violate the law or disregard of established rules; otherwise, the misconduct is only simple.³⁵

In this case, this Court finds that the evidence on record do not establish that the placement of LCP funds with the PVB was attended with corrupt motives or willful disregard of established rules as to fully satisfy the standard of substantial evidence. Substantial evidence is such amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion.³⁶

“Corruption, as an element of grave misconduct, consists in the act of an official or fiduciary person who unlawfully and wrongfully uses his station or character to procure some benefit for himself or for another person, contrary to duty and the rights of others.”³⁷ In this case, the following circumstances militate against the finding that there is corruption:

First, Melendres has sought the legal opinion of the OGCC with respect to the act of entering an IMA with PVB. Verily, the OGCC was made aware of petitioner's intent to place a certain amount of LCP's funds so that the same might yield interests. Regardless of the denomination of the contract entered into between LCP and PVB, Melendres' act of revealing his intent to place LCP's funds in a bank is inconsistent with corruption.

Second, Melendres, as the LCP's Executive Director was authorized under LCP Board of Trustees Resolution dated January 30, 2002 to invest its funds pending utilization in banks who can offer high yields or interest income.

Third, the purported intent to conceal the placement of funds with PVB was negated by Rojas' explanation in her Counter-Affidavit,³⁸ where it was stated that the amount invested in short-term investments, such as that placed in PVB, were reported under the heading “*Other Assets, Miscellaneous & Deferred Charges*” and not under the heading “*Investments and Fixed Assets*”, contrary to the claim of Amores.

Based from the foregoing, it is apparent that the record simply did not show how Melendres purportedly used his position as LCP's Executive Director to procure unwarranted benefits from the transaction. We note that

³⁴ Office Of The Ombudsman v. PS/SUPT. Rainier A. Espina, G.R. No. 213500, March 15, 2017.

³⁵ *Civil Service Commission v. Almojuela*, 707 Phil. 420, 435 (2013).

³⁶ *Miro v. Vda. de Erederos, et al.*, 721 Phil. 513, 527 (2015).

³⁷ *Atty. Gonzales v. Serrano*, 755 Phil. 513, 527 (2015).

³⁸ *Rollo*, pp. 514-521.



the aforesaid findings are also consistent with the Order³⁹ of the public respondent Ombudsman dated May 12, 2011 in OMB-C-C-02-0428-G, the relevant portion of which, states:

As stated in the questioned Order, the Commission on Audit (COA), which have the exclusive authority to audit and disallow irregular, unnecessary, excessive, extravagant or unconscionable expenditures or uses of government funds and properties, finds no irregularity on the disposition of the subject fund.

As established by the COA and by the records, the said fund was withdrawn from the Land Bank of the Philippines and was indeed, placed under a special deposit account with the PVB which offered a higher interest rate of 7.5% *per annum* pursuant to the Resolution of the LCP Board of Trustees adopted during its meeting on 30 January 2002 authorizing the LCP to invest its savings, trust funds, and other funds that are not yet utilized in a profitable and safe investments with the authorized government depository banks such as the PVB. Being the nature of a short term investment, the same was classified and recorded in the book of LCP under the account name-Miscellaneous Assets and Deferred Charges (8-73-300) pursuant to the Government Accounting and Auditing Manual, Volume II.

As it is, this Office finds no probable cause to prosecute the respondents for the aforesaid charges simply because the subject fund was never controverted or used into personal purpose or purposes and that there was no undue injury caused to any party, including the government, if any. In fact, as established by the COA, the subject fund was already utilized and disposed of for the rehabilitation and restoration of the building of the LCP through the Department of Public Works and Highways.⁴⁰

The foregoing notwithstanding, this Court finds that Melendres cannot be completely exonerated from administrative liability. The circumstances surrounding the placement of LCP funds in PVB leaves much to be desired. Indeed, Melendres transferred the funds without an investment contract and specific authority from the LCP Board of Trustees which authorizes him, or another official to invest in PVB the amount of ₱73,258,377.00. By such acts, Melendres committed a serious lapse of judgment sufficient to hold him liable for simple misconduct.

“The penalty for simple misconduct is suspension for one month and one day to six months for the first offense.”⁴¹ Considering that no mitigating or aggravating circumstance can be appreciated in his favor, the medium penalty of three months suspension is the appropriate penalty.⁴²

³⁹ Id. at 290-294.

⁴⁰ *Rollo*, pp. 292-293.

⁴¹ *Seville v. Commission On Audit*, 699 Phil. 27, 33 (2012).

⁴² *See Yamson v. Castro*, G.R. Nos. 194763-64, July 20, 2016, 797 SCRA 592, 686.


WHEREFORE, the Court **REVERSES** and **SETS ASIDE** the Resolutions dated June 15, 2010 and November 9, 2010 of the Court of Appeals in CA-G.R. SP No. 113143. In its place, the Court **FINDS** petitioner Fernando A. Melendres liable for **SIMPLE MISCONDUCT** and **IMPOSES** on him the penalty of **three (3) months suspension without pay** in accordance with Section 49(b), Rule 10 of the Revised Rules on Administrative Cases in the Civil Service.

SO ORDERED.



NOEL GIMENEZ TIJAM
Associate Justice


WE CONCUR:



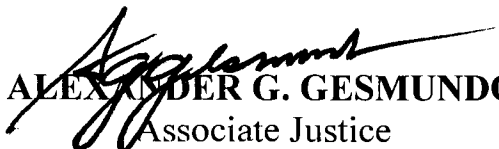
TERESITA J. LEONARDO-DE CASTRO
Associate Justice
Chairperson



MARIANO C. DEL CASTILLO
Associate Justice




FRANCIS H. JARDELEZA
Associate Justice



ALEXANDER G. GESMUNDO
Associate Justice

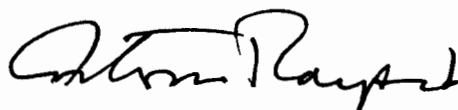
A T T E S T A T I O N

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


TERESITA J. LEONARDO-DE CASTRO
Associate Justice
Chairperson

C E R T I F I C A T I O N

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


ANTONIO T. CARPIO
Senior Associate Justice
(Per Section 12, R.A. 296,
The Judiciary Act of 1948, as amended)