



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

OLIVER ZAMORA and G.R. Nos. 272888 and 273014
CORAZON CARPIO-ZAMORA,
Petitioners, Present:

- versus -

GESMUNDO, C.J.,
Chairperson,
HERNANDO,
ZALAMEDA,
ROSARIO, and
MARQUEZ, JJ.

FROLIBAR BAUTISTA (SG-25),
Acting Municipal Mayor,
Municipality of Malay, Aklan;
ATTY. MELANIO PRADO, JR.
(SG-24), Municipal Legal Counsel,
Municipality of Malay, Aklan;
MARIANE SALVACION (SG-24),
MENRO Officer, Municipality of
Malay, Aklan; **RANDY**
MAGLIQUIAN (SG-15),
Environmental Specialist II (EMS
II) – Monitoring, Municipality of
Malay, Aklan; **CHRISTIAN DAVE**
E. LUNA (SG-11), Administrative
Aide V, Municipality of Malay,
Aklan; **JOSE OCSON, JR. (SG-24),**
Municipal Disaster Risk Reduction
and Management Office,
Municipality of Malay, Aklan;
RALPH MAGLIQUIAN, Tourist
Receptionist/Job Order Worker,
Monitoring, Municipality of Malay,
Aklan; **JICK A. CLAUD (SG-4),**
Administrative Aide IV,
Municipality of Malay, Aklan;
NONOY GIL CALISO (SG-6),
Driver, Municipality of Malay,
Aklan; **PLTCOL. DON DICKSIE**
LUKBAN DE DIOS (SG-25), Police
Lieutenant Colonel, Chief of Police,

Malay Municipal Police Station,
Boracay Island, Aklan; and
REYNOLD C. GALICHA (SG-18),
Police Chief Master Sergeant,
Municipal Executive Senior Police
Officer, Malay Municipal Police
Station, Boracay Island, Aklan,
OFFICE OF THE OMBUDSMAN –
VISAYAS AREA OFFICE CEBU,
Respondents.

Promulgated:

AUG 13 2025

W. K. B. B.

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DECISION

HERNANDO, J.:

Before the Court is a Petition for *Certiorari*¹ under Rule 65 of the Rules of Court filed by petitioners Oliver Zamora (Oliver) and Corazon Carpio-Zamora (Corazon; collectively, petitioners) challenging the Joint Resolution² and the Joint Order³ of the Office of the Ombudsman (Ombudsman) in OMB-V-C-22-0291 for violations of Sections 3(a) and (e) of Republic Act No. 3019,⁴ grave coercion, and usurpation of real rights in property, and in OMB-V-A-22-0311 for violations of Republic Act No. 6713⁵ against respondents Frolibar Bautista (Bautista), Atty. Melanio Prado, Jr. (Prado), Mariane Salvacion (Salvacion), Randy Magliquian (Randy), Christian Dave E. Luna (Luna), Jose Ocson, Jr. (Ocson), Ralph Magliquian (Ralph), Jick A. Claud (Claud), Nonoy Gil Caliso (Caliso), Police Lieutenant Colonel Don Dicksie Lukban de Dios (PLTCOL de Dios), and Police Chief Master Sergeant Reynold C. Galicha (PCMS Galicha; collectively, respondents). The assailed Ombudsman rulings dismissed the criminal and administrative complaints filed by Oliver and Corazon against respondents for lack of probable cause and substantial evidence, respectively.

¹ *Rollo*, pp. 3–189.

² *Id.* at 191–229. The June 26, 2023 Joint Resolution in OMB-V-C-22-0291 and OMB-V-A-22-0311 was penned by Graft Investigation and Prosecution Officer III Portia A. Pacquiao, reviewed by Director Euphemia B. Bacalso, recommended approval by Acting Assistant Ombudsman Jane Aguilar, and approved by Deputy Ombudsman for the Visayas Dante F. Vargas.

³ *Id.* at 294–303. The January 23, 2024 Joint Order in OMB-V-C-22-0291 and OMB-V-A-22-0311 was penned by Graft Investigation and Prosecution Officer III Portia A. Pacquiao, reviewed by Director Euphemia B. Bacalso, recommended approval by Acting Assistant Ombudsman Gaudioso J. Melendez, and approved by Deputy Ombudsman for the Visayas Dante F. Vargas.

⁴ Republic Act No. 3019 (1960), Anti-Graft and Corrupt Practices Act.

⁵ CODE OF CONDUCT OF PUB. OFF.

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Factual antecedents

Oliver and Corazon are the President and Corporate Secretary, respectively, and are both directors and incorporators of ECOS Sanitary Landfill and Waste Management Corporation (ECOS).⁶ On March 16, 2018, ECOS entered into a Public-Private-Partnership (PPP) Agreement with the local government unit (LGU), Municipality of Malay in Aklan, for the hauling of solid waste and the design, construction, management, and operation of an Eco-Tourism Engineered Sanitary Landfill.⁷ The Municipality of Malay entered into the PPP Agreement pursuant to Municipal Ordinance No. 295⁸ and Republic Act No. 7718, otherwise known as the Amended Build-Operate-and-Transfer (BOT) Law, Republic Act No. 9003 or the Ecological Solid Waste Management Act, the Local Government Code, and the respective implementing rules and regulations of the foregoing statutes.

ECOS is a Philippine corporation comprised of two groups of stockholders with equal ownership in the company: Geoworks International Corporation (GIC), with Oliver as its President/Incorporator/Director, Corazon as its Corporate Secretary/Incorporator/Director, and Christine Aldeguer (Christine) as its Legal Counsel/Incorporator/Director; and RLCL Construction and Supplies (RLCL), with Miguel Anthony Tiu as its Incorporator/Director, Richard Chan Lek as its Incorporator/Chairperson of the Board, and Ryan Chan Lek as its Treasurer/Incorporator/Director.⁹ Pursuant to this venture, the GIC group would be in charge of managing and putting up an investment for the design, construction, and operation of the sanitary landfill, while the RLCL group would manage the hauling operations using its resources.¹⁰ The instant case was instituted solely at the will of Oliver and Corazon, without any involvement from the RLCL group.¹¹

In exchange for the foregoing services, the LGU would pay (1) tipping fees, for the maintenance and upkeep of the sanitary landfill site where the garbage is processed, in accordance with Republic Act No. 9003; and (2) hauling fees, for the collection and transport of garbage from Boracay Island. The tipping fees served as the investment, business interest, and revenue source of the GIC group, while the hauling fees were the same for the RLCL group.¹²

⁶ *Rollo*, p. 193.

⁷ *Id.* at 194.

⁸ Malay, Aklan Municipal Ordinance No. 295, Series of 2011 (March 29, 2011), An Ordinance Adopting Guidelines and Procedures in the Implementation of Public-Private Partnership Projects within the Municipality of Malay, Aklan.

⁹ *Rollo*, p. 194.

¹⁰ *Id.* at 194–195.

¹¹ *Id.* at 195.

¹² *Id.*

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According to Oliver and Corazon, the LGU was regularly delayed in its payment for the landfill services rendered.¹³ Consequently, ECOS was constrained to send several demand letters to collect payment of arrears of tipping and hauling fees and to set meetings with the Malay officials.¹⁴ ECOS claimed that there was non-payment amounting to PHP 106,299,772.83 of the 2019 arrears, PHP 19,247,509.60 of the 2021 arrears, PHP 4,288,456.15 of the May 2021 billings, and a running balance of PHP 19,564,071.50 in interest as of May 31, 2021.¹⁵ With their demands remaining unheeded, ECOS issued to the LGU its March 9, 2021 Notice of Default.¹⁶ Further, in its May 31, 2021 letter,¹⁷ ECOS sought a rectification plan within 10 days from notice by the LGU pursuant to Article 20.1.1(c) of the PPP Agreement, which provided for the termination procedure of the Agreement due to an LGU event of default.¹⁸

The LGU did not immediately act on the request for a rectification plan.¹⁹ Instead, Oliver and Corazon learned that Bautista, Acting Municipal Mayor of Malay intended to exercise Malay's step-in rights under Article 17 of the PPP Agreement.²⁰ To preempt this, Oliver wrote Bautista a letter dated June 6, 2021²¹ stating that he was willing to let the LGU buy out the GIS group's investment into the ECOS landfill amounting to PHP 266,761,600.00 pursuant to the Buy-Out provisions in Article 20.1.2²² and Schedule 1²³ of the PPP Agreement. This offer did not extend to the interests of the RLCL group, which did not advance any investment.²⁴

On June 7, 2021, the Malay Municipal Environment and Natural Resource Office (MENRO), through MENRO Officer Mariane Salvacion (Salvacion), issued a letter requesting for a joint inspection and validation of the ECOS landfill.²⁵ Salvacion explained that the MENRO had conducted an earlier ocular inspection²⁶ of the landfill to assess ECOS's compliance with the environmental concerns enumerated in the March 24, 2021 Notice of Violations²⁷ issued by the Department of Environment and Natural Resources – Environmental Management Bureau (DENR-EMB) Regional Director Atty. Ramar Niel V. Pascua (Pascua). The joint inspection and validation would be for the purpose of resolving these environmental concerns.²⁸

¹³ *Id.*

¹⁴ *Id.* at 196.

¹⁵ *Id.*

¹⁶ *Id.* at 580.

¹⁷ *Id.* at 568.

¹⁸ *Id.* at 197–198.

¹⁹ *Id.* at 199.

²⁰ *Id.*

²¹ *Id.* at 797–799.

²² *Id.* at 530.

²³ *Id.* at 537–542.

²⁴ *Id.* at 799.

²⁵ *Id.* at 800.

²⁶ *Id.* at 455–466.

²⁷ *Id.* at 822–824.

²⁸ *Id.* at 800.

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The foregoing Notice enumerated the following violations of the Environmental Compliance Certificate (ECC) issued in connection with the ECOS sanitary landfill: (1) exceeding the project limits indicated in the ECC by over two hectares without a corresponding amendment of the ECC; (2) failure to establish two monitoring wells and conduct baseline water quality data of both surface water and underground water; (3) failure to maintain an efficient draining system in accordance with the recommendations of the Mines and Geosciences Bureau; (4) failure to secure a Hazardous Waste Generator ID and register as a Treatment, Storage, and Disposal facility; (5) failure to undertake monthly gas monitoring; (6) failure to conduct quarterly monitoring of the receiving surface body of water and monitoring wells; (7) failure to stockpile intermediate soil cover on-site; (8) failure to adhere to the criteria for the establishment and operation of a sanitary landfill pursuant to DENR Administrative Order No. 2001-34; (9) failure to apply for a discharge permit; (10) failure to submit quarterly accomplishment reports on the implemented mitigating measures and Environmental Management Plan activities; and (11) failure to submit required Compliance Monitoring Reports.²⁹

Oliver refused the conduct of the joint inspection and validation, citing the LGU's default in payments as the reason behind his refusal, and informed Salvacion that the joint inspection would be postponed indefinitely until the LGU submits a rectification plan.³⁰

Bautista responded to Oliver's June 6, 2021 letter in three June 8, 2021 letters³¹ where he explained that the pandemic caused the Municipality of Malay "disastrous economic distress" and thus qualified as *force majeure*.³² Bautista further clarified that the LGU had sought assistance from the DENR to settle the 2019 billing, but that the LGU maintained reservations about paying the billing due to several notices of suspension issued by the Commission on Audit (COA) that must first be resolved before it could entertain Bautista's offer to sell the stake of GIS in the ECOS landfill.³³ Bautista observed that ECOS appeared to be unwilling to cooperate with the LGU in discovering and addressing the violations alleged by the DENR.³⁴ In this connection, Bautista stated that the LGU was compelled to force ECOS to inspect the possible defects inside the landfill to avoid the possibility of the DENR prosecuting Malay officials for related environmental violations.³⁵ Lastly, Bautista noted that the LGU must first settle the COA notices of suspension before it could formulate the rectification plan requested by ECOS.³⁶

²⁹ *Id.* at 822-823.

³⁰ *Id.* at 801.

³¹ *Id.* at 931-935.

³² *Id.* at 931.

³³ *Id.*

³⁴ *Id.* at 934.

³⁵ *Id.*

³⁶ *Id.* at 935.

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In a June 9, 2021 letter,³⁷ Oliver denied Bautista's allegations of non-cooperation, citing ECOS's long history of collaborating with the LGU.³⁸ Oliver reiterated the provisions of the PPA Agreement on LGU Events of Default and Contract Termination and informed Bautista that this letter served as a Notice of Termination of the PPA Agreement to the LGU.³⁹ Oliver informed Bautista that ECOS would be closing the landfill on June 10, 2021 and that the rectification plan served by the LGU was "unreasonable, inapplicable[,] and unresponsive [sic],"⁴⁰ thus constraining ECOS to disapprove the same.

On June 9, 2021, Bautista informed Oliver and ECOS that the LGU would be exercising its step-in rights effective June 10, 2021.⁴¹

On June 10, 2021 at around noon, Oliver and Corazon claimed that representatives from the Municipality, Prado, Ocson, and Caliso, cut the padlock of ECOS's gate and illegally removed the backhoe of GIC that was blocking the road.⁴² Philippine National Police officers PLTCOL de Dios, and PCMS Galicha were also involved in ejecting Oliver and Corazon from the landfill property. Caliso also purportedly physically pulled ECOS employee May de Umania, who was guarding the ECOS equipment.⁴³ In support of these allegations, Oliver and Corazon cite the June 23, 2021 Special Report prepared by Bugtaw Security Agency, Inc. (Bugtaw) Security Officer Angelo Giovanni C. Gerona⁴⁴ and the police blotter report filed by the Bugtaw security guards stationed at the ECOS landfill regarding the incident.⁴⁵

In the wake of the foregoing acts, Oliver and Corazon filed criminal and administrative complaints against respondents before the Ombudsman. They claimed that respondents are liable for (1) grave coercion, (2) usurpation of real property, (3) violation of Section 3(e) of Republic Act No. 3019, and (4) violation of Republic Act No. 6713.

Oliver and Corazon alleged that Salvacion and her MENRO staff, namely Randy, Ralph, Luna, and Claud, participated in the commission of the criminal acts by issuing lies in their May 10, 2021 Ocular Inspection Report⁴⁶ on the operations of the ECOS sanitary landfill.⁴⁷

³⁷ *Id.* at 936–942.

³⁸ *Id.* at 936.

³⁹ *Id.* at 942.

⁴⁰ *Id.*

⁴¹ *Id.* at 470.

⁴² *Id.* at 202.

⁴³ *Id.*

⁴⁴ *Id.* at 616–617.

⁴⁵ *Id.* at 620.

⁴⁶ *Id.* at 455–466.

⁴⁷ *Id.* at 203.

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Prado was also complicit in the allegedly perpetrated offenses in his capacity as the Municipal Legal Counsel of Malay when he issued the Letter dated June 4, 2021 to Bautista stating his opinion that:

[The] LGU should exercise its Step-in Rights in accordance with the PPP Agreement, particularly Section 17.1 paragraph (a) – that the LGU shall have the option to **assume** operational responsibility for the Facilities (in the capacity of an operator only) in order to continue the [sic] operation of the Facilities or complete any necessary repairs to assure the continued delivery of the Services.⁴⁸

According to Oliver and Corazon, Prado issued the foregoing opinion in bad faith and with manifest partiality as he had failed to consider ECOS's answer to the impugned Ocular Inspection Report and the evidence submitted to refute the MENRO's findings.⁴⁹ They argued that respondents clearly orchestrated a takeover of the ECOS landfill property by justifying their "made-up" step-in rights with only respondents' side of the story.⁵⁰

Further, Oliver and Corazon alleged that Salvacion, Randy, Ralph, Luna, and Claud are guilty of violating Republic Act No. 3019, section 3(a) by persuading Bautista to proceed with the forcible takeover of the ECOS sanitary landfill;⁵¹ and that Bautista, Prado, and Salvacion and her staff railroaded the entire arbitration process provided for in the PPP Agreement and issued a self-serving order (in the form of the June 9, 2021 Letter⁵² issued by Bautista) that induced Ocson, Caliso, PLTCOL de Dios, and PCMS Galicha to commit criminal acts. Accordingly, respondents should also be held liable for violation of section 3(e) of Republic Act No. 3019.

For their part, respondents Bautista, Prado, Salvacion, Randy, Ralph, Claud, Ocson, and Luna alleged that in April 2018, the island of Boracay was declared closed to tourists and subject to rehabilitation, leading to several government-led renovation and construction projects that produced a huge volume of waste and debris which ECOS hauled out. For the year 2018, the LGU paid ECOS tipping and hauling fees in the total amount of PHP 55,161,366.11.⁵³

In November 2018, despite the lack of tourism income from which the funding for the payment of the services of ECOS was sourced, the LGU appropriated PHP 50,000,000.00 for the hauling of residual waste and PHP

⁴⁸ *Id.* at 204.

⁴⁹ *Id.*

⁵⁰ *Id.*

⁵¹ *Id.*

⁵² *Id.* at 470–471.

⁵³ *Id.* at 206.

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38,325,000.00 for the operation, management, and development of the sanitary landfill for the year 2019.⁵⁴ On December 12, 2019, the LGU made the same appropriations in similar amounts for the year 2020.⁵⁵ On November 12, 2020, the LGU passed an ordinance appropriating the amount of PHP 20,236,960.00 for payment of the hauling services in favor of ECOS, which amount was paid to and received by ECOS.⁵⁶

On December 14, 2020, the COA issued a Notice of Suspension⁵⁷ on the payments made by the LGU for the hauling of solid waste and the management, operation, and development of an eco-tourism, engineered sanitary landfill for the year 2019.⁵⁸ The COA suspended the total amount of PHP 94,741,803.07 due to lack of supporting documents pertaining to the breakdown of expenditures made in connection with the ECOS landfill.⁵⁹

Pursuant to the foregoing Notice of Suspension, Bautista requested ECOS's assistance in addressing the deficiencies raised by the COA.⁶⁰ ECOS conveyed its willingness to assist the LGU and comply with the Notice of Suspension, but only in part, claiming that the audit team acted arbitrarily and violated their mandate as auditors.⁶¹ Considering that the documents required by the COA were in the custody of ECOS, the LGU was unable to submit the documents required to lift the audit suspension.⁶²

Despite the Notice of Suspension, the LGU was able to make payments to ECOS, using financial assistance granted by the Province of Aklan in the amount of PHP 12,000,000.00 to partially settle the arrears for the 2019 unpaid obligations on February 2, 2022.⁶³ The DENR also granted financial assistance to the LGU on February 24, 2022 in the amount of PHP 50,000,000.00, out of which PHP 47,500,000.00 was paid to and received by ECOS on April 27, 2022.⁶⁴ These payments covered the outstanding billing for the year 2019.⁶⁵ The LGU continued to pay ECOS for the services rendered and, to date, has paid a total of PHP 398,467,656.61.⁶⁶

⁵⁴ *Id.*

⁵⁵ *Id.* at 206–207.

⁵⁶ *Id.* at 207.

⁵⁷ OMB *rollo*, pp. 1022–1029.

⁵⁸ *Id.* at 1022.

⁵⁹ *Id.*

⁶⁰ *Rollo*, p. 207.

⁶¹ *Id.* at 208.

⁶² *Id.*

⁶³ *Id.*

⁶⁴ *Id.* at 209.

⁶⁵ *Id.*

⁶⁶ *Id.*

On March 25, 2021, the LGU received the March 24, 2021 Notice of Violations⁶⁷ issued by DENR-EMB Regional Director Pascua and forwarded a copy of the same to ECOS for their information and immediate compliance.⁶⁸ ECOS, through Oliver, responded that ECOS requires the payment of tipping fees to pursue rectification of the reported violations, but Bautista contended that the installation of a ground monitoring well (one of the deficiencies observed by the DENR-EMB) is among the general warranties under the PPP Agreement.⁶⁹ Accordingly, the same ought to have been accomplished prior to the operation of the ECOS sanitary landfill and was not dependent on the payment by the LGU of its billings.⁷⁰

It was on the basis of ECOS's refusal to address the deficiencies enumerated in the DENR-EMB Notice that the LGU decided to exercise its step-in rights.⁷¹ In response to this, ECOS informed Bautista of its decision to terminate the PPP Agreement and closed the landfill, padlocking and barricading the entrance.⁷² Respondents maintained that ECOS's refusal to allow the LGU to exercise its step-in rights is violative of Article 17.2.1(a) of the PPP Agreement, which requires ECOS to assign to the LGU its rights under all agreements necessary to operate the facilities within three days from notice of the LGU's exercise of its step-in rights.⁷³ Article 17.2.1(b) further mandates that ECOS "promptly take all steps necessary to permit the LGU to exercise as operator of the facilities [ECOS's] rights."⁷⁴ Further, respondents alleged that the notice of termination and closure of the sanitary landfill were not authorized by any board resolution of ECOS.⁷⁵

Based on the foregoing stipulations, respondents maintained the position that Oliver and Corazon's claim that respondents are guilty of usurpation of real rights or grave coercion is unfounded, as each partner to the agreement has an equal right to ensure that the facilities and sanitary landfill are operational to avoid grave environmental degradation.⁷⁶ Considering the numerous unaddressed violations and deficiencies pertaining to the engineering, design, and construction of the sanitary landfill that existed even prior to its use, ECOS was in breach of its obligations under the PPP Agreement even before the

⁶⁷ *Id.* at 822-824.

⁶⁸ *Id.* at 821.

⁶⁹ *Id.* at 210.

⁷⁰ *Id.*

⁷¹ *Id.* at 211, 470.

⁷² *Id.* at 211.

⁷³ *Id.* at 524.

⁷⁴ *Id.*

⁷⁵ *Id.* at 218.

⁷⁶ *Id.* at 212.

accrual of the unpaid billings of the LGU.⁷⁷ Further, it was only due to ECOS's unjustified closure of the sanitary landfill that the LGU was compelled to exert pressure in opening the entrance in order to effectively exercise its rights as a partner under the PPP Agreement to keep the facilities and sanitary landfill running and to avoid a greater environmental catastrophe if the waste hauling services were suspended.⁷⁸ Respondents denied that they employed excessive force to enter the landfill.⁷⁹

Police officers PLTCOL de Dios and PCMS Galicha, in explaining their involvement in the case, averred that they were merely providing security assistance to maintain the peace and order during the exercise by the LGU of its step-in rights over the management of the ECOS landfill.⁸⁰ On the day itself, the LGU's takeover of the landfill operations was peacefully conducted barring some minor incidents that were properly acted upon and duly reported in the police blotter.⁸¹ Their presence at the scene was merely to provide policy visibility and PLTCOL de Dios and PCMS Galicha denied any involvement in the LGU's exercise of its rights.⁸²

Ruling of the Ombudsman

On June 26, 2023, the Ombudsman issued a Joint Resolution dismissing both criminal and administrative complaints. The dispositive portion of the Ombudsman ruling reads:

WHEREFORE, the criminal complaint for Violation of Section 3(a) and (e) of Republic Act [No.] 3019, as amended; Grave Coercion and Usurpation of Real Rights in Property, and the administrative complaint for Violation of [Republic Act No.] 6713, against FROLIBAR SACAPAÑO BAUTISTA, DON DICKSIE LUKBAN DE DIOS, MELANIO ALVAR PRADO, JR., MARIANE SIÑEL SALVACION, JOSE ABSALON [OCSON,] JR., REYNOLD C. GALICHA, RANDY TAPIC MAGLIQUIAN, CHRISTIAN DAVE ESTRELLAN LUNA, NONOY GIL CALISO, JICK AGUIRRE CLAUD, and RALPH FANO MAGLIQUIAN, are **DISMISSED**, respectively, for lack of probable cause and substantial evidence.

SO ORDERED.⁸³ (Emphasis in the original)

⁷⁷ *Id.* at 213.

⁷⁸ *Id.* at 214.

⁷⁹ *Id.* at 215.

⁸⁰ *Id.* at 216–217.

⁸¹ *Id.* at 217.

⁸² *Id.*

⁸³ *Id.* at 227.

The Ombudsman found no probable cause to indict respondents with violation of Section 3(a) of Republic Act No. 3019, finding that Oliver and Corazon failed to prove the existence of essential elements of the offense, namely that the offender persuaded or influenced another public officer to commit an act that constitutes a violation of rules and regulations or an offense.⁸⁴ Similarly, the Ombudsman ruled that there was no probable cause for violation of Section 3(e) of Republic Act No. 3019, as the element of manifest partiality, evident bad faith, or gross inexcusable negligence was absent from the case. Further, the Ombudsman observed that there was no probable cause for the charge of grave coercion and usurpation of real property rights against respondents considering that the LGU, as a partner pursuant to the PPP Agreement, has an equal right to ensure that the facilities and sanitary landfill are operational to prevent grave environmental degradation in the island of Boracay. Lastly, the Ombudsman ruled that the administrative charge against respondents must fail for lack of substantial evidence; respondents demonstrated that their actions were in furtherance of their official duties and in the lawful exercise of their rights under the PPP Agreement.⁸⁵

Oliver and Corazon sought reconsideration of the foregoing ruling,⁸⁶ which the Ombudsman denied in the January 23, 2024 Joint Order for lack of merit.⁸⁷

Aggrieved, Oliver and Corazon elevated both the administrative and criminal cases before the Court via this Petition for *Certiorari* under Rule 65 of the Rules of Court.

Issues

Petitioners raise the following issues: (1) whether there is probable cause to indict respondents for (a) grave coercion and usurpation of property and (b) violation of Section 3(e) Republic Act No. 3019; and (2) whether respondents may be held administratively liable for violations of Republic Act No. 6713 or the Code of Conduct and Ethical Standards for Public Officers.

In their petition,⁸⁸ petitioners insist that Bautista, Prado, Salvacion, Randy, Ralph, Luna, Ocson, Claud, and Caliso committed the crime of grave coercion and usurpation of real rights in property when they seized possession and occupied the ECOS landfill against petitioners' will without a court order and

⁸⁴ *Id.* at 219–220.

⁸⁵ *Id.* at 97–101.

⁸⁶ *Id.* at 235–291.

⁸⁷ *Id.* at 294–303.

⁸⁸ *Id.* at 3–59.

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with force, allegedly breaking the padlock on the entry gate, cutting the wires of the perimeter fence, and pushing an ECOS employee.⁸⁹ PLTCOL de Dios and PCMS Galicha are also guilty of grave coercion in mobilizing the PNP to assist the LGU officials in ejecting petitioners and their employees from the landfill property.⁹⁰ Petitioners argue that PLTCOL de Dios and PCMS Galicha also violated Section 3(a) of Republic Act No. 3019 when they allowed themselves to be persuaded to provide assistance to the LGU officials when the latter sought to exercise their step-in rights.⁹¹ Petitioners also accuse the MENRO employees, namely Salvacion, Randy, Ralph, Luna, and Claud, of graft and corruption under Section 3(a) of Republic Act No. 3019 for releasing the false ocular inspection report of the sanitary landfill, which formed the basis for the LGU's exercise of its step-in rights.⁹² Petitioners also argue that respondents are all guilty of violation Section 3(e) of Republic Act No. 3019, accusing them of having acted in bad faith and with gross inexcusable negligence, when the totality of the conduct of the different LGU, MENRO, and PNP officers acted in concert to eject petitioners from the sanitary landfill and deprive them from their property.⁹³ Petitioners also tack on administrative charges against respondents, claiming that they are guilty of grave misconduct and/or conduct unbecoming a public officer and violations of Republic Act No. 6713, based on the same narration of facts.⁹⁴

In their Comment,⁹⁵ respondents maintain that there exists no probable cause to warrant the filing of criminal cases against the accused officials on any of the criminal charges. Respondent LGU officials claim that they were acting pursuant to the lawful exercise of the LGU's step in rights under the PPP Agreement, which grants the partner LGU an equal right to ensure the continuous and functioning operations of the sanitary landfill.⁹⁶ Accordingly, the existence of the foregoing right negates the allegation that respondents committed usurpation of real property rights or grave coercion.⁹⁷ Regarding the allegation that respondents are guilty of violating Section 3(e) of Republic Act No. 3019, respondents argue that there is no basis to support a finding of probable cause, as there is no evidence that respondents are guilty of manifest partiality, evident bad faith, or gross inexcusable negligence in the performance

⁸⁹ *Id.* at 68-79, 91-93.

⁹⁰ *Id.* at 86.

⁹¹ *Id.* at 93-95.

⁹² *Id.* at 96-97.

⁹³ *Id.* at 97-101.

⁹⁴ *Id.* at 107-111.

⁹⁵ *Id.* at 1646-1663.

⁹⁶ *Id.* at 1655.

⁹⁷ *Id.*

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of their official functions.⁹⁸ Respondents reiterate that they were acting pursuant to the PPP Agreement and in the performance of their duties as public officers, which carry the presumption that they were done in good faith.⁹⁹

Anent the administrative charges, respondents submit that by requiring ECOS's compliance with legally mandated environmental standards for the operation of a sanitary landfill, they were actually discharging their duties faithfully as public officials and acting to uphold public interest.¹⁰⁰ Further, respondents point out that because petitioners did not elevate the Ombudsman's ruling on the administrative aspect of the case before the Court of Appeals (CA), the dismissal of the administrative case has already attained finality.¹⁰¹

Based on the preceding discussion, respondents claim that there was no grave abuse of discretion attending the issuance of the Ombudsman Joint Resolution and Joint Order. Consequently, it is respondents' position that dismissal of the Petition for *Certiorari* is proper.

Our Ruling

We dismiss the Petition for *Certiorari*.

*The administrative aspect of the
Ombudsman's ruling has already
attained finality*

Petitioners assailed the Joint Resolution and the Joint Order issued by the Ombudsman by filing before the Court Petition for *Certiorari* that consolidated both the criminal and administrative aspects of their case against respondents. On this score, respondents' point that the administrative case should be dismissed for having been improperly brought before the Court is well-taken.

Rule III, Section 7 of the Rules of Procedure of the Office of the Ombudsman provides the appeal procedure for administrative complaints:

Section 7. Finality and execution of decision. — Where the respondent is absolved of the charge, and in case of conviction where the penalty imposed is public censure or reprimand, suspension of not more than one month, or a fine equivalent to one month salary, the decision shall be final, executory and unappealable. **In all other cases, the decision may be appealed to the Court of Appeals on a verified petition for review under the requirements and**

⁹⁸ *Id.* at 1657.

⁹⁹ *Id.* at 1658.

¹⁰⁰ *Id.* at 1659.

¹⁰¹ *Id.* at 1660.

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conditions set forth in Rule 43 of the Rules of Court, within fifteen (15) days from receipt of the written Notice of the Decision or Order denying the Motion for Reconsideration. (Emphasis supplied)

There is ample jurisprudence where the Court has made it expressly clear that all remedies involving the Ombudsman's rulings, orders, or directives in administrative cases, whether by an appeal under Rule 43 or via a Rule 65 petition for *certiorari*, must first be filed with the CA in observance of the doctrine of hierarchy courts.¹⁰² Moreover, Rule III, Section 7 explicitly provides that "[w]here the respondent is absolved of the charge, . . . the decision shall be final, executory and unappealable." In contrast, the remedy of aggrieved parties from resolutions of the Ombudsman finding probable cause in criminal cases or non-administrative cases, when tainted with grave abuse of discretion, is to file an original action for *certiorari* with this Court and not with the CA.¹⁰³

Although the Ombudsman has rendered a consolidated ruling on both the criminal and administrative cases, consolidation does not alter the nature of the prescribed remedy corresponding to the aspect of the Ombudsman ruling being assailed.¹⁰⁴ With consolidation being an act of judicial discretion that occurs after the complaints are filed, the appropriate procedural recourse of the aggrieved party taken before the proper tribunal remains separate and in accordance with the respective nature of the cases filed.¹⁰⁵

The Ombudsman dismissed the administrative complaint filed against the respondents for lack of substantial evidence. Consequently, and pursuant to Rule III, Section 7, the said resolution has become final, executory and non-appealable. Petitioners' recourse to this Court via an original *certiorari* petition under Rule 65 is therefore procedurally infirm. Even assuming that an appeal is proper, the same should have been lodged before the CA via a Rule 43 petition, and not through this original *certiorari* petition under Rule 65 before this Court. To stress, the Ombudsman's findings on the administrative case already attained finality.

Absent a showing of grave abuse of discretion, the Ombudsman's finding of lack of probable cause shall not be disturbed

¹⁰² *Espina v. Soriano, Jr.*, 944 Phil. 467, 479–480 (2023) [Per J. Hernando, First Division], citing *Information Technology Foundation of the Philippines v. Commission on Elections*, 810 Phil. 400, 409–410 (2017) [Per J. Jardeleza, *En Banc*].

¹⁰³ *Id.* at 479, citing *Gatchalian v. Office of the Ombudsman*, 838 Phil. 140, 156 (2018) [Per J. Caguioa, Second Division].

¹⁰⁴ *Yatco v. Office of the Deputy Ombudsman*, 876 Phil. 282, 296 (2020) [Per J. Perlas-Bernabe, Second Division].

¹⁰⁵ *Id.*

In consonance with the immediately preceding discussion, the Court shall limit its disquisition to the criminal aspect of the Ombudsman's rulings. Petitioners question the Ombudsman's finding that there is no probable cause to indict respondents with the crimes of grave coercion, usurpation of real rights of property, and violations of the Anti-Graft and Corrupt Practices Act.

At the outset, We deem it pertinent to note that the Court has long observed a policy of non-interference when it comes to the Ombudsman's exercise of its investigatory and prosecutorial powers, which includes the determination of probable cause.¹⁰⁶ The foregoing policy is grounded in the Constitution and Republic Act No. 6770 or the Ombudsman Act of 1989, which vest the Ombudsman with wide latitude to act on criminal complaints against public officials and government employees.¹⁰⁷ Being an independent constitutional body, the Office of the Ombudsman has the sole power to investigate and determine whether there is probable cause to warrant the filing of a criminal complaint against an accused government official.¹⁰⁸ This determination is an executive function and is a highly factual matter that involves probing into the "existence of such facts and circumstances as would excite the belief, in a reasonable mind, acting on the facts within the knowledge of the prosecutor, that the person charged was guilty of the crime for which [they were] prosecuted."¹⁰⁹

This rule is also grounded upon considerations of practicality. A contrary position would "grievously" hamper the courts with a deluge of petitions questioning the Ombudsman's dismissal of investigatory proceedings in connection with criminal complaints filed before it, in much the same way that the courts would be swamped if they could be compelled to review the exercise of discretion of the fiscals or prosecuting attorneys each time they decide to file an information in court or dismiss criminal complaints.¹¹⁰

Bearing these considerations in mind along with the deeply entrenched principle that the Court is not a trier of facts, We shall defer to the findings of the Ombudsman absent any showing of grave abuse of discretion.

¹⁰⁶ *Dela Cruz v. Office of the Ombudsman*, 935 Phil. 1020, 1030 (2023) [Per J. Hernando, First Division].

¹⁰⁷ *Jalandoni v. Office of the Ombudsman*, 902 Phil. 365, 387 (2021) [Per J. Leonen, Third Division], citing *Dichaves v. Office of the Ombudsman*, 802 Phil. 564, 590 (2016) [Per J. Leonen, Second Division].

¹⁰⁸ *Dichaves v. Office of the Ombudsman*, 802 Phil. 564, 589–590 (2016) [Per J. Leonen, Second Division].

¹⁰⁹ *Id.* at 590, citing *People v. Court of Appeals*, 361 Phil. 401, 410–413 (1999) [Per J. Panganiban, Third Division].

¹¹⁰ *Vergara v. Ombudsman*, 600 Phil. 26, 44 (2009) [Per J. Carpio, *En Banc*], citing *Republic v. Desierto*, 541 Phil. 57, 67–68 (2007) [Per J. Azcuna, First Division].

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Grave abuse of discretion is defined as capricious and whimsical exercise of judgment which renders the tribunal acting without or in excess of its jurisdiction.¹¹¹ Mere abuse of discretion is not enough. It must be grave in degree as when the power is exercised in an arbitrary or despotic manner by reason of passion or personal hostility, and must be so patent and so gross as to amount to an evasion of a positive duty or to a virtual refusal to perform the duty enjoined or to act at all in contemplation of law.¹¹² The presence of grave abuse of discretion justifies the invocation of the Court's *certiorari* jurisdiction to review the Ombudsman's action pursuant to its expanded power of judicial review under Section 1, Article VIII of the Constitution.¹¹³

The Court has recognized the following circumstances as exceptions to the policy of non-interference:

- (a) To afford protection to the constitutional rights of the accused;
- (b) When necessary for the orderly administration of justice or to avoid oppression or multiplicity of actions;
- (c) When there is a prejudicial question which is *sub judice*;
- (d) When the acts of the officer are without or in excess of authority;
- (e) Where the prosecution is under an invalid law, ordinance or regulation;
- (f) When double jeopardy is clearly apparent;
- (g) Where the court has no jurisdiction over the offense;
- (h) Where it is a case of persecution rather than prosecution; [or]
- (i) Where the charges are manifestly false and motivated by the lust for vengeance.¹¹⁴

¹¹¹ *Presidential Commission on Good Government v. Office of the Ombudsman*, 933 Phil. 776, 790 (2023) [Per J. Hernando, First Division].

¹¹² *Ganaden v. Office of the Ombudsman*, 665 Phil. 224, 232 (2011) [Per J. Villarama, Jr., Third Division], citing *Cabrera v. Lapid*, 539 Phil. 114, 124 [Per J. Tinga, Third Division].

¹¹³ CONST., art. VIII, sec. 1.

Judicial power includes the duty of the courts of justice to settle actual controversies involving rights which are legally demandable and enforceable, and to determine whether or not there has been a grave abuse of discretion amounting to lack or excess of jurisdiction on the part of any branch or instrumentality of the Government.

¹¹⁴ *Dela Cruz v. Office of the Ombudsman*, 935 Phil. 1020, 1030–1031 (2023) [Per J. Hernando, First Division], citing *Vergara v. Ombudsman*, 600 Phil. 26, 42 (2009) [Per J. Carpio, *En Banc*], citing further *Redulla v. Sandiganbayan*, 545 Phil. 711, 721 (2007) [Per J. Carpio-Morales, Second Division].

None of these circumstances are present here. Based on a thorough examination of the records of this case and the assailed rulings, it is evident that the Ombudsman's conclusion and findings were sufficiently rooted in the facts proved and evidence supplied, which show that no probable cause exists to charge respondents with grave coercion, usurpation of real rights in property, and violations of Republic Act No. 3019.

Recall that, in fulfilling its mandate, the Office of the Ombudsman's determination of probable cause does not involve a definitive finding on the guilt or innocence of the accused, but merely a well-founded belief that a crime has been committed and that the accused is guilty of the crimes charged. We quote Our relevant pronouncement in *Jalandoni v. Office of the Ombudsman*:¹¹⁵

The Office of the Ombudsman's determination of probable cause "does not rule on the issue of guilt or innocence of the accused." It is only bound to "evaluate the evidence presented by the prosecution and the accused, and then determine if there is enough reason to believe that a crime has been committed and that the accused is probably guilty of committing the crime."

The determination of probable cause is "made in reference to the elements of the crime charged." However, considering the nature and purpose of a preliminary investigation, the elements of the crime are not required to be definitively established. It is sufficient that the elements are reasonably apparent. Whether they are present is a matter of evidence, which may only be passed upon in a full-blown trial on the merits. There is no full and exhaustive display of the prosecution's evidence in a preliminary investigation. Instead, "the validity and merits of a party's defense or accusation, as well as the admissibility of testimonies and evidence," are better threshed out during trial.¹¹⁶ (Citations omitted)

In this case, the Ombudsman did not arbitrarily exercise its discretion as the dismissal of the criminal charges was based on substantial evidence. We shall discuss each charge and the Ombudsman's corresponding ruling in *seriatim*.

Grave coercion

First, regarding the charge of grave coercion, the elements of the crime are as follows: (1) that a person is prevented by another from doing something not prohibited by law, or compelled to do something against their will, be it right or wrong; (2) that the prevention or compulsion is effected by violence, threats or intimidation; and (3) that the person who restrains the will and liberty of another

¹¹⁵ 902 Phil. 365 (2021) [Per J. Leonen, Third Division].

¹¹⁶ *Id.* at 390.

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has no right to do so, or in other words, that the restraint is not made under authority of law or in the exercise of any lawful right.¹¹⁷

The third element is lacking in this case. Although petitioners' employees were compelled to allow respondent LGU officials into the landfill property, petitioners cannot reasonably claim that respondents' entry into the property was not made in the exercise of any lawful right. Under Article 17.1 of the PPP Agreement, the LGU's step-in rights shall arise only upon the occurrence and continuance of an event of default on the part of ECOS that could reasonably be expected to materially adversely affect ECOS's ability to operate and maintain the sanitary landfill in accordance with the PPP Agreement.¹¹⁸ Under the same provision, the LGU must notify ECOS in writing of its intention to exercise the step-in rights, the reason for the exercise of such rights, and the date of its exercise.¹¹⁹ Further, the LGU may only exercise the step-in rights only after any applicable cure period has expired.¹²⁰

We affirm the Ombudsman's findings that the LGU fulfilled the conditions and requirements for the exercise of the step-in rights based on the substantial evidence provided. The decision to exercise the LGU's step-in rights was based on ECOS's refusal to cooperate in addressing and rectifying the environmental violations observed by the DENR-EMB and MENRO. These environmental violations, which included the lack of ground water monitoring wells and other essential facilities, amounted to a breach or default on the part of ECOS of its obligations based on the following stipulations in the PPP Agreement:

4.1 Project Scope

The Project shall comprise the planning, financing, development, design, engineering, and construction of the Facilities in accordance with the scope and specifications prescribed in Schedule A (*Design and Technical Specifications*), and the management, operation, repair, maintenance and closure of the Facilities and the provision of the Services by the Company during the Operating Period, including their transfer upon the Termination Date, in accordance with this Agreement and all applicable laws.¹²¹

5.1 Construction Responsibilities of the Company

The Company shall design, engineer, procure, and construct the Facilities in compliance with:

¹¹⁷ *Alejandro v. Bernas*, 672 Phil. 698, 708 (2011) [Per J. Peralta, Third Division], citing *Navarra v. Office of the Ombudsman*, 622 Phil. 376, 385 (2009) [Per J. Carpio Morales, First Division].

¹¹⁸ *Rollo*, p. 523.

¹¹⁹ *Id.*

¹²⁰ *Id.*

¹²¹ *Id.* at 492.

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- (a) the Design and Technical Specifications;
- (b) Prudent Utility Practice;
- (c) All relevant design, engineering, and construction standards and practices in the Philippines;
- (d) all applicable Legal Requirements; and
- (e) the Project Milestone Schedule.¹²²

5.3.1 General Warranties

The Company expressly warrants that the design and construction of the Facilities including the works to be performed by the EPC Contractor and its subcontractors will conform to the Design and Technical Specifications in all respects and will be free from design, manufacturing, or other defects and deficiencies.¹²³

5.3.3 Breach

The LGU will notify the Company of any breach of the general warranties referred to in Section 5.3.1 (*General Warranties*) specifying in as much detail as possible the circumstances of the breach and providing supporting data and records that may be available. At the Company's expense and within a reasonable period to be mutually agreed upon by the Parties, the Company shall rectify all such breaches. Nevertheless, Company's obligations under this Section 5.3 (*Warranties on Design and Construction*) are not conditional on notice being given by the LGU of such breach and the LGU's failure to send such notice should not be construed as a waiver of any general warranty.¹²⁴

15.1 Company Events of Default

The occurrence of any of the following events shall constitute a "*Company Event of Default*":

....

- (c) The Company fails to perform any of its obligations under this Agreement (other than a failure that constitutes a Company Event of Default under any other clause of this Section 15.1) which materially and adversely affects the performance of the Services.¹²⁵

Bautista made the reasons behind the LGU's decision to step-in and operate the sanitary landfill expressly clear and provided ECOS through Oliver with advanced notice of the LGU's intention to exercise its step-in rights on June 10, 2021.¹²⁶ The exercise of the foregoing rights is not dependent on the

¹²² *Id.* at 494.

¹²³ *Id.* at 495.

¹²⁴ *Id.*

¹²⁵ *Id.* at 521.

¹²⁶ *Id.* at 470.

LGU first resorting to arbitration, securing a court order, or any other precondition beyond what the parties mutually consented to and stipulated in the PPP Agreement. The LGU's occupation of the property is a necessary consequence of its assumption of the operational responsibility of the sanitary landfill, thus warranting its entry into the premises on June 10, 2021. Further, We observe that the extent of the force exerted by the LGU consisted only in the cutting of a padlock and barbed wire, along with moving a backhoe and other vehicles that were blocking the entry way. Petitioners' allegation that an ECOS employee was shoved and pulled to the ground is not borne out by the official police report¹²⁷ or any other evidence. Lastly, PLTCOL de Dios and PCMS Galicha did not commit grave coercion by rendering assistance to the LGU, as their participation in the events of June 10, 2021 was limited to providing police visibility and ensuring that peace and order were observed during the implementation of the step-in rights.¹²⁸ With respondent LGU officials having acted in the exercise of the LGU's lawful rights under the PPP Agreement, the charge of grave coercion against respondents must fail.

Usurpation of real rights in property

Second, there is similarly no merit to the charge of usurpation of real rights in property against respondents. The elements of the offense are: (1) the occupation of another's real property or usurpation of a real right belonging to another person; (2) violence or intimidation should be employed in possessing the real property or in usurping the real right; and (3) the accused should be animated by the intent to gain.¹²⁹

Absent here is any intent to gain that may be attributed to respondents. As discussed earlier, the decision to step-in and intervene in the operations of the ECOS sanitary landfill was prompted by ECOS's continued non-cooperation in remedying the deficiencies observed by the DENR-EMB and MENRO, and was further propelled by Oliver's announcement that petitioners would be closing the sanitary landfill and terminating the PPP Agreement. Notably, the foregoing closure and termination were unauthorized, as they were not sanctioned by any resolution from the ECOS board of directors.¹³⁰

¹²⁷ *Id.* at 1537–1538.

¹²⁸ *Id.* at 226.

¹²⁹ *Quinao v. People*, 390 Phil. 1092, 1098 (2000) [Per J. Kapunan, First Division], citing *Castrodes v. Cubelo*, 173 Phil. 86, 90 (1978) [Per J. Aquino, Second Division].

¹³⁰ *Rollo*, p. 224.

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Under the General Welfare Clause of the Local Government Code, LGUs are mandated to ensure and support, among other things, the promotion of health and safety, the enhancement of the right of the people to a balanced ecology, and the preservation of the comfort and convenience of their inhabitants.¹³¹ Further, under Republic Act No. 9003 or the Ecological Solid Waste Management Act, LGUs are primarily responsible for the implementation and enforcement of the provisions of the statute within their respective jurisdictions.¹³² Thus, it is beyond cavil that LGUs have not only an interest, but more so a statutory duty to ensure that the landfills and other solid waste facilities within their territorial jurisdiction are compliant with legally prescribed standards and remain fully and continually operational. Thus, We affirm the Ombudsman's observations that the LGU has an equal right, pursuant to both the PPP Agreement and the law, to see to it that the ECOS facilities are operational to avoid grave environmental degradation in the island of Boracay if the solid waste from the island is not transported to and processed inside the sanitary landfill.¹³³ Evidently, there was no intent to gain on the part of respondents and petitioners failed to adduce evidence to show that this was the motivating factor in the LGU's decision to enter into the property and undertake operation of the sanitary landfill. Consequently, We uphold the Ombudsman's finding that there is no probable cause to indict respondents for usurpation of real rights in property.

*Violations of the Anti-Graft and
Corrupt Practices Act*

Third, petitioners also accuse respondents of violating Sections 3(a) and 3(e) of Republic Act No. 3019 or the Anti-Graft and Corrupt Practices Act.

For a charge under Section 3(a) of Republic Act No. 3019 to prosper, the following elements must be established: (1) the offender is a public officer; (2) the offender persuades, induces, or influences another public officer to perform an act, or the offender allows himself or herself to be persuaded, induced, or influenced to commit an act; and (3) the act performed by the other public officer, or committed by the offender, constitutes a violation of rules and regulations duly promulgated by competent authority, or an offense in connection with the official duty of the latter.¹³⁴

The charge must fail.

¹³¹ LOCAL GOV'T CODE, sec. 16.

¹³² Republic Act No. 9003 (2000), sec. 10, Ecological Solid Waste Management Act of 2000.

¹³³ *Rollo*, p. 212.

¹³⁴ *People v. Enojo*, 922 Phil. 282, 288 (2022) [Per J. Hernando, Second Division], citing *Marzan v. People*, 913 Phil. 23, 29 (2021) [Per J. Hernando, Second Division].

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Petitioners appear to be ascribing to respondents a concerted scheme devised across different offices of the municipal government to unlawfully divest ECOS of possession and operation of the sanitary landfill. They accuse the MENRO officers (*i.e.*, Salvacion, Randy, Ralph, Luna, and Claud) of issuing a false Ocular Inspection Report on the state of the sanitary landfill and Prado, the Municipal Legal Officer of Malay, of maliciously influencing Bautista to eject petitioners from the ECOS landfill.¹³⁵ There is not an iota of evidence to suggest the existence of a conspiracy among respondents.

A public official enjoys the presumption of regularity in the discharge of their official duties and functions. Any person who seeks to establish otherwise has the burden of proving bad faith or ill motive,¹³⁶ and must do so with clear and convincing evidence.¹³⁷ This, petitioners have failed to do. Petitioners' claims that the MENRO Ocular Inspection Report is "fabricated"¹³⁸ or that Prado's legal opinion was "bias[ed] and incomplete"¹³⁹ are completely unsubstantiated.

The MENRO ocular inspection was conducted pursuant to the Notice of Violations issued by the DENR-EMB on March 24, 2021, and the May 10, 2021 Report on the findings of the ocular inspection is well-documented with photographic evidence.¹⁴⁰ Prado's legal opinion considered not only the May 10, 2021 Ocular Inspection Report, but also the March 24, 2021 DENR-EMB Notice of Violations and communications from ECOS,¹⁴¹ which, taken together, form sufficient basis to justify the LGU's resort to its step-in rights.

All told, petitioners' contention that Salvacion, et al. and Prado persuaded or influenced Bautista to implement the step-in rights holds no water. As discussed earlier, the LGU's recourse of taking over the operations of the ECOS sanitary landfill was pursuant to their lawful right under the PPP Agreement. Thus, the second and third elements of the offense punished under Section 3(a) of Republic Act No. 3019 are not present.

Regarding petitioners' allegation that respondents are guilty of violating Section 3(e) of Republic Act No. 3019, the same is similarly bereft of merit.

¹³⁵ *Rollo*, pp. 96, 100–101.

¹³⁶ *People v. Sergio*, 864 Phil. 1189, 1208 (2019) [Per J. Hernando, Third Division], citing *Drilon v. Court of Appeals*, 409 Phil. 14, 32 (2001) [Per J. De Leon, Jr., Second Division].

¹³⁷ *See People v. Bumanglag*, 860 Phil. 36, 53 (2019) [Per J. Lazaro-Javier, Second Division].

¹³⁸ *Rollo*, p. 106.

¹³⁹ *Id.*

¹⁴⁰ *Id.* at 461–466.

¹⁴¹ *Id.* at 467.

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The elements of this offense are the following: (1) the offender is a public officer; (2) the act was done in the discharge of the public officer's official, administrative, or judicial functions; (3) the act was done through manifest partiality, evident bad faith or gross inexcusable negligence; and (4) the public officer caused any undue injury to any party, including the government, or gave any unwarranted benefits, advantage or preference.¹⁴²

The three modalities of committing the foregoing offense have been explained by the Court in *People v. Caballes*:¹⁴³

[T]here is manifest partiality when there is a clear, notorious, or plain inclination or predilection to favor one side or person rather than another. Meanwhile, 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. It contemplates a state of mind affirmatively operating with furtive design or with some motive of self-interest, or ill will, or for ulterior purposes. Lastly, 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 willfully and intentionally, with conscious indifference to consequences insofar as other persons may be affected.¹⁴⁴ (Citation omitted)

We uphold the Ombudsman's finding that respondents' actions enjoy the presumption of regularity, as petitioners' assertions and supposed evidence of manifest partiality, evident bad faith, and gross inexcusable negligence on the part of respondents do not rise to meet the required quantum of probable cause.¹⁴⁵

Bautista's decision to implement the step-in rights was not an act of manifest partiality or evident bad faith. It was not a scheme to avoid paying the tipping fees owed to ECOS, but it was made pursuant to the PPP Agreement and in consideration of the numerous violations observed by the DENR-EMB and MENRO officials. The LGU has consistently exerted efforts to pay ECOS what it was owed, as evidenced by the appropriation ordinances and requests for funding assistance presented by Bautista.¹⁴⁶ The delays in payment were due to circumstances beyond the control of the LGU, including the closure of Boracay and the COVID-19 pandemic, and do not appear to have been motivated by bad faith.¹⁴⁷

¹⁴² *Sariano v. People*, 922 Phil. 726, 734 (2022) [Per J. Inting, First Division], citing *People v. Bacaltos*, 878 Phil. 591, 612 (2020) [Per J. Lazaro-Javier, First Division].

¹⁴³ 929 Phil. 367 (2022) [Per J. Hernando, First Division].

¹⁴⁴ *Id.* at 384-385.

¹⁴⁵ *Rollo*, p. 222.

¹⁴⁶ *Id.* at 223.

¹⁴⁷ *Id.*


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As discussed earlier, the Ocular Inspection Report prepared by Salvacion and the other MENRO staff is owed the presumption of regularity absent clear and convincing evidence that it was motivated by malice or bad faith. Prado's legal opinion also merits the same presumption. PLTCOL de Dios and PCMS Galicha's participation in the events of June 10, 2021 also lacked the color of evident bad faith or manifest partiality, as their participation was justified based on the letter request from the LGU and was limited to providing a police presence and visibility to ensure that peace and order were maintained. Petitioners have failed to present any evidence that would convince the Court that manifest partiality, evident bad faith, or gross inexcusable negligence colored the conduct of respondents in this case.


Lastly, We shall not dwell on Petitioners' claims that the LGU violated provisions of the PPP Agreement and respondents' arguments that petitioners violated Republic Act No. 4200 by the Anti-Wire Tapping Law when they presented as evidence unauthorized recordings of private conversations between the parties, as these are well beyond the ambit of the instant Petition for *Certiorari*. These matters are properly within the jurisdiction of other tribunals and shall be better ventilated through the appropriate legal or judicial avenues for dispute resolution available to the parties.

On a final note, the Court will not hesitate to fulfill its bounden duty under the Constitution to settle controversies where a court or tribunal has acted with grave abuse of discretion, especially when the matters involved are of public interest, including the conduct, ethics, and integrity of public servants. Conversely, We emphasize the importance of judicial restraint for the orderly administration of justice and the intended operation of Constitutional mechanisms to seek accountability from our government officials. Accordingly, for the failure of the Petition for *Certiorari* to demonstrate that the assailed rulings of the Ombudsman were tainted with grave abuse of discretion, We uphold the findings of the Ombudsman.

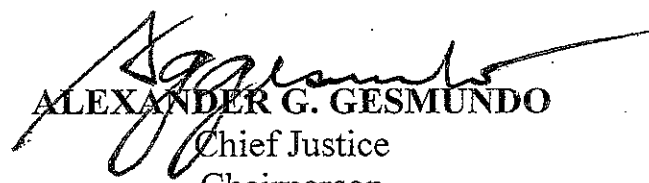
FOR THESE REASONS, the Petition is **DISMISSED**. The assailed June 26, 2023 Joint Resolution and January 23, 2024 Joint Order of the Office of the Ombudsman in OMB-V-C-22-0291 and OMB-V-A-22-0311 are **AFFIRMED**.

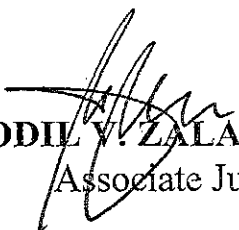


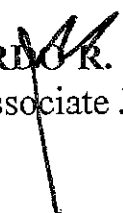
SO ORDERED.


RAMON PAUL L. HERNANDO
Associate Justice
Working Chairperson

WE CONCUR:


ALEXANDER G. GESMUNDO
Chief Justice
Chairperson


RODIL V. ZALAMEDA
Associate Justice


RICARDO R. ROSARIO
Associate Justice


JOSE MIDAS P. MARQUEZ
Associate Justice

CERTIFICATION

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



ALEXANDER G. GESMUNDO
Chief Justice