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Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

TEOFILO FLORES y DELA CRUZ, G.R. No. 252807
Petitioner,

Members:

-versus-

LEONEN, *SAJ, Chairperson,*
LAZARO-JAVIER,
LOPEZ, M.,
LOPEZ, J., and
KHO, JR., *JJ.*

PEOPLE OF THE PHILIPPINES,
Respondent.

Promulgated:

JUN 22 2022

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DECISION

LAZARO-JAVIER, J.:

The Case

This petition assails the Decision¹ of the Court of Appeals dated July 2, 2020 in CA-G.R. CR No. 39684 affirming with modification the October 6, 2016 Decision² of the Regional Trial Court of Parañaque City, Branch 257 in Criminal Case Nos. 10-1374 and 10-1375. The trial court found petitioner Teofilo Flores y Dela Cruz (Petitioner) guilty of estafa under Article 315, Paragraph 2(a) of the Revised Penal Code (RPC) and sentenced him to suffer the penalty of imprisonment of four (4) months of arresto mayor, as minimum, to one (1) year and one (1) day of prision correccional, as maximum.³ He was

¹ Rollo, p. 10 Penned by Associate Justice Maria Elisa Sempio Diy and concurred in by Associate Justices Ramon R. Garcia and Carlito B. Calpatura.

² Rollo, p. 26.

³ Id.

likewise ordered to pay TRM Sales Marketing the amount of ₱483,095.00 plus six percent (6%) interest rate per annum reckoned from the finality of the Decision until full satisfaction of the monetary award.⁴

Antecedents

Petitioner was charged with two (2) counts of estafa under Article 315, paragraph 2(a) of the RPC, thus:

Criminal Case No. 10-1374

That on or about the 10th day of December 2010, in the City of Parañaque, Philippines and within the jurisdiction of this Honorable Court, the above-named accused, confederating and conspiring with other John Does and one male person who identified himself as James Aquino, Operations Manager of Aboitiz, Inc., whose true names and identities are still unknown, by means of deceit, false pretenses or fraudulent acts executed prior to or simultaneous with the commission of the fraud, did then and there willfully, unlawfully and feloniously defraud complainant TRM SALES MARKETING, INC., represented by Cristina Amoroso y Yabot, HR Admin. Manager, in the following manner to wit: the said accused, falsely represented himself as the authorized personnel of Aboitiz, Inc., by showing an Authorization Note of James Aquino, Operations Manager of Aboitiz Inc., when in fact he is not, picked up and loaded in his passenger jeepney with plate no. TWT-219 assorted San Miguel products from the complainant company worth Php657,294.00 and paid PBCom Check No. 2000024651 dated December 9, 2010 in the amount of Php657,294.00 representing payment for the order made with the complainant company, with representation that the same was good check and duly funded, when in truth and in fact, said accused knew fully well that such representations are false and was made to convince the complainant company to accept the said check to cover payment of his obligation, and the complainant company relying on the false representations and assurances of herein accused, in fact accepted the said check from the accused only to find out later that the same was has [sic] no funds, to the damage and prejudice of the complainant company, in the amount of Php657,294.00.

CONTRARY TO LAW.⁵

Criminal Case No. 10-1375

That on or about the 9th day of December 2010, in the City of Parañaque, Philippines and within the jurisdiction of this Honorable Court, the above-named accused, confederating and conspiring with other John Does and one male person who identified himself as James Aquino,

⁴ Id.

⁵ Id. at 11.

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Operations Manager of Aboitiz, Inc., whose true names and identities are still unknown, by means of deceit, false pretenses or fraudulent acts executed prior to or simultaneous with the commission of the fraud, did then and there willfully, unlawfully and feloniously defraud complainant TRM SALES MARKETING, INC., represented by Cristina Amoroso y Yabot, HR Admin. Manager, in the following manner to wit: the said accused, Teofilo Flores y Dela Cruz, falsely represented himself as the authorized personnel of Aboitiz Inc., by showing an Authorization Note of James Aquino, Operations Manager of Aboitiz, Inc., when in fact he is not, picked up and loaded in his passenger jeepney with plate no. TWT-219 assorted San Miguel products from the complainant company worth Php483,095.00 and paid PBCom Check No. 2000024652 dated December 8, 2010 in the amount of Php483,095.00 representing payment for the order made with the complainant company, with representation that the same was good check and duly funded, when in truth and in fact, said accused knew fully well that such representations are false and was made to convince the complainant company to accept the said check to cover payment of his obligation, and the complainant company relying on the false representations and assurances of herein accused, in fact accepted the said check from the accused only to find out later that the same was has [sic] no funds, to the damage and prejudice of the complainant company, in the amount of Php483,095.00.

CONTRARY TO LAW.⁶

On arraignment, petitioner pleaded “*not guilty*” to both charges. During the pre-trial, the prosecution and the defense stipulated: (1) petitioner was the driver of a passenger jeepney with Plate No. TWT-219; and (2) he received the subject items on December 9, 2010.⁷

During the trial proper, the prosecution presented the testimonies of Alyanna Mondoy Lacap (Lacap), Ma. Cristina Yabot Amoroso, Jesusa C. Manuel (Manuel), Joseph Gonzales (Gonzales), and Police Officer III (PO3) Carlos Cachapero.⁸ The defense, on the other hand, presented the testimonies of petitioner and Leopoldo Brania (Brania).⁹

The Evidence of the Prosecution

Lacap was an encoder and telemarketer at TRM Sales Marketing, Inc. (TRM), a company engaged in distributing San Miguel, Magnolia, and Purefoods products. One of Lacap's duties was to take orders from customers.¹⁰

⁶ Id. at 11-12.

⁷ Id. at 12.

⁸ Id.

⁹ Id. at 16.

¹⁰ Id. at 13.

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Around noon of December 8, 2010, Lacap received a telephone call from a certain James Aquino (Aquino). The latter told Lacap that he was a Purchasing Manager at Aboitiz, Inc. (Aboitiz) and he was referred to TRM by San Miguel Foods Corporation. Aquino made reservations with Lacap for 320 pieces of quezo de bola.¹¹

In the afternoon of even date, Aquino called Lacap again to verify the availability of the goods. He also told her that he was just waiting for the purchase orders to be signed. Then, around 4 o'clock in the afternoon, a woman, who introduced herself as the secretary of Aquino, called Lacap. The woman asked Lacap whether Aquino's order had already been reserved. Shortly after, Lacap received Purchase Order No. 010-1742 (first purchase order) dated December 7, 2010 through fax, *viz.*:¹²

Qty.	Unit	Item	Unit Price	Amount
785	pcs.	FIESTA HAM, 1 kilo/pc.	Php 456.30	Php 358,195.00
150	pcs.	QUEZO DE BOLA, 350 grms.	Php 181.00	Php 27,150.00
360	pcs.	QUEZO DE BOLA, 500 grms.	Php 225.00	Php 81,000.00
50	pcs.	QUEZO DE BOLA, 750 grms.	Php 335.00	<u>Php 16,750.00</u>
				Php 483,095.00

On December 9, 2010, Lacap received yet another Purchase Order No. 010-1299 dated December 9, 2010 (second purchase order) for the following items:¹³

Qty.	Unit	Item	Unit Price	Amount
500	pcs.	PUREFOODS FIESTA HAM, 1 kilo	Php 456.30	Php 358,195.00
100	cases	PUREFOODS, LUNCHEON MEAT, 350 grms. x 24	Php 1,241.04	Php 124,104.00
100	cases	PUREFOODS, CORNED BEEF, 210 grms. x 48	Php 225.00	<u>Php 305,040.00</u>
				Php 657,294.00

Lacap thus indorsed both purchases to Remy Tangon (Tangon), the personnel assigned at the Integrated Distributor System Department of TRM. Tangon processed the two (2) purchase orders and the corresponding sales invoices which she forwarded to William Sarmiento (Sarmiento), a Warehouse Supervisor.¹⁴

¹¹ Id.

¹² Id.

¹³ Id. at 13-14.

¹⁴ Id. at 14.

A few minutes later, petitioner arrived at the warehouse to pick up the items covered by the first purchase order. He gave Sarmiento a sealed envelope, containing an Authorization Note dated December 8, 2010 executed and signed by Aquino. The Authorization Note though did not specify petitioner's name. Petitioner also handed Philippine Bank of Communications (PBCom) Check No. 2000024652 to Sarmiento in the amount of ₱483,095.00. For this amount, the latter issued to petitioner Official Receipt No. 58303.¹⁵

Following Sarmiento's final inspection of the goods, petitioner signed Sales Invoice Nos. 101550 and 101591. The goods were then loaded in petitioner's jeepney. Meantime, Sarmiento gave the check to the cashier.¹⁶

In the morning of December 10, 2010, two (2) passenger jeepneys arrived at the warehouse to pick up the items covered by the second purchase order. The driver of one of the jeepneys gave Sarmiento the Authorization Note dated December 9, 2010 executed and signed by Aquino, as well as PBCom Check No. 2000024651 in the amount of ₱657,294.00. In exchange, Sarmiento issued Official Receipt No. 58306 to the driver. After the driver signed Sales Invoice Nos. 101656 and 101609, the items were also loaded in the jeepneys.¹⁷

When the PBCom checks, however, were deposited in the United Coconut Planters Bank (UCPB) account of TRM Sales Marketing, the same were dishonored for the reason "Account Closed."¹⁸

Manuel, Branch Service Officer at PBCom Ayala, Alabang Branch, testified that Check No. 2000024652 was spurious and the signatures appearing thereon were not the same as the specimens on file with the bank. Aboitiz does not have an account with PBCom Ayala, Alabang Branch. The owner of Account No. 238-10-000293-7 is not Aboitiz, but a certain doctor. When Manuel contacted the doctor, the latter denied issuing Check No. 2000024652. The doctor claimed that she previously lost her checkbook, including the subject check.¹⁹

With respect to Check No. 2000024651, Gonzales, Officer-in-Charge of PBCom Ayala, Alabang Branch, testified that the check was also spurious. He confirmed that a certain doctor, not Aboitiz was the real owner of Account No. 238-10-000293-7.²⁰

After realizing they got swindled, Lacap tried to contact Aquino, but in vain. She contacted Aboitiz instead. Aboitiz denied that James Aquino and

¹⁵ Id.

¹⁶ Id.

¹⁷ Id. at 14-15.

¹⁸ Id. at 15.

¹⁹ Id.

²⁰ Id.

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Teofilo Flores were its employees or that it made purchases from TRM Sales Marketing.²¹

The Evidence of the Defense

Petitioner testified that he was a jeepney driver. On December 9, 2010, a certain Elsa Hernandez (Hernandez) approached him at the jeepney terminal. Hernandez was wearing an identification card of Aboitiz. She told him she wanted to hire his jeepney to pick up goods at TRM Sales Marketing. She initially offered him ₱500.00, but he refused. In the end though, he changed his mind and agreed to the task after Hernandez offered him ₱1,000.00. She then gave him a sealed envelope addressed to Sarmiento, a warehouseman at TRM Sales Marketing. He (petitioner) did not know the contents of the envelope.²²

At the TRM Sales Marketing, he handed the envelope to Sarmiento who ordered the goods to be loaded in petitioner's jeepney. The latter gave the order only after perusing the contents of the envelope. Per instruction of Sarmiento, he signed his name on the Sales Invoice Nos. 101550 and 101591.²³

He proceeded to Baclaran together with his cousin to meet with Hernandez. There, Hernandez instructed him to deliver the goods to Paco Market in Manila. At first, he hesitated because his route was only up to Baclaran, but eventually he agreed after Hernandez hired a traffic enforcer to escort him. Together with his cousin, Hernandez, and the traffic enforcer, he went to Paco Market to unload the goods.²⁴ For this task, Hernandez gave him another ₱1,000.00.

Then he received a call from his operator, telling him to go to his house because there was a problem about the person who rented his jeepney. As soon as he arrived in his operator's house, the police arrested him. He was informed that TRM Sales Marketing had filed a complaint against him.²⁵

True, he signed the sales invoices and delivered the goods to Paco Market, but he did not know that the transaction of Hernandez was illegal. He did not go to TRM Sales Marketing on December 10, 2010.²⁶

Brania testified that like petitioner, he, too, was a member of the "Federation of Jeepney Operators and Drivers of Baclaran, Bicutan, and Sucat, Parañaque City." On the day in question, he was just a step away from petitioner when he saw a woman approach petitioner at the jeepney terminal.

²¹ Id.

²² Id. at 16.

²³ Id.

²⁴ Id.

²⁵ Id. at 33.

²⁶ Id. at 16.

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He heard the woman's offer to hire petitioner. He saw the woman give petitioner a ₱1,000.00 bill.²⁷

Ruling of the Regional Trial Court

By Decision dated October 6, 2016, the trial court found petitioner guilty of two (2) counts of estafa, *viz.*:

WHEREFORE, in both criminal cases accused Teofilo Flores y Dela Cruz is found guilty of 2 counts of estafa under Art. 315, par 2(a) of the Revised Penal Code. Applying the Indeterminate Sentence Law and mitigating circumstances in his favour, he is hereby sentenced to a prison term of 6 years of *prision correccional* as minimum to 8 years and 1 day of *prision mayor* as maximum for each count of estafa to be served simultaneously. He is also ordered to pay TRM Sales Marketing Inc. the amount of Php1,140,389.00 for the total value of the products.

IT IS SO ORDERED.²⁸

Ruling of the Court of Appeals

By Decision²⁹ dated July 2, 2020 the Court of Appeals acquitted petitioner in Criminal Case No. 10-1374 but affirmed his conviction in Criminal Case No. 10-1375, *viz.*:

WHEREFORE, premises considered, the instant appeal is PARTLY GRANTED.

The Decision dated October 6, 2016 of Branch 257, Regional Trial Court is REVERSED and SET ASIDE with respect to the conviction of accused-appellant Teofilo Flores y Dela Cruz of estafa in Criminal Case No. 10-1374. A new judgment is hereby entered ACQUITTING him for failure of the prosecution to prove his guilt beyond reasonable doubt, without prejudice to the filing of a civil action against him.

However, the Decision dated October 6, 2016 of Branch 257, Regional Trial Court is AFFIRMED with regard to the conviction of accused-appellant Teofilo Flores y Dela Cruz of estafa in Criminal Case No. 10-1375 with MODIFICATION insofar as the penalty imposed is concerned. He is hereby sentenced to suffer the penalty of imprisonment of four (4) months of *arresto mayor*, as minimum, to one (1) year and one

²⁷ Id. at 17.

²⁸ Id.

²⁹ Id. at 10-27.

(1) day of prision correccional, as maximum. He is likewise ordered to pay TRM Sales Marketing the amount of P483,095.00 plus six percent (6%) interest rate per annum reckoned from the finality of this Decision until full satisfaction of the monetary award.

SO ORDERED.³⁰

In **Criminal Case No. 10-1374**,³¹ the Court of Appeals ruled that the prosecution failed to adduce sufficient evidence that petitioner participated in the transaction which took place on December 10, 2010. Both Amoroso and Sarmiento testified that they did not personally see petitioner on December 10, 2010 take the goods and load the same in his jeepney. Also, the sales invoices did not bear petitioner's signature.³²

But in **Criminal Case No. 10-1375**,³³ the Court of Appeals found that the elements of estafa under paragraph 2(a), Article 315 of the RPC were duly established. On December 9, 2010, petitioner took part in manipulating TRM to sell goods to a certain James Aquino. He misrepresented himself to have been authorized by Aboitiz to pick up the goods under Sales Invoice Nos. 101550 and 101591, which he admitted to have signed. He too induced TRM Sales Marketing to release the goods to him. Without the Authorization Note dated December 8, 2010 and the spurious PBCom Check No. 2000024652, TRM Sales Marketing would not have parted with its goods. His misrepresentation caused damage to TRM Sales Marketing in the amount of P483,095.00 worth of goods.³⁴

The Present Petition

Petitioner now seeks anew a verdict of acquittal. He essentially argues that he was only a hired driver and was not privy to the transaction between Hernandez and TRM Sales Marketing. There was no conspiracy between him on one hand, and a certain James Aquino and the John Does, on the other, for he did not know at all that the transaction was illegal.³⁵

In its Comment³⁶ dated May 3, 2021, the Office of the Solicitor General (OSG) defends the verdict of conviction. It argues that the issues and arguments raised here had already been addressed in full by the Court of Appeals.³⁷

³⁰ Id. at 25-26.

³¹ Id. at 19-20.

³² Id.

³³ Id. at 22.

³⁴ Id. at 23.

³⁵ Id. at 35-36.

³⁶ Id. at 104-118.

³⁷ Id. at 112-115.

Ruling

We acquit.

As a rule, the Court, not being a trier of facts, will not take cognizance of factual issues in Rule 45 petitions. One exception, however, is when the lower court had ignored, overlooked, or misconstrued relevant facts, which if taken into consideration will change the outcome of the case,³⁸ as here.

Petitioner was charged with estafa under Article 315, paragraph 2(a) of the RPC, *viz.*:

ARTICLE 315. Swindling (Estafa). - Any person who shall defraud another by any of the means mentioned herein below x x x x:

x x x x

By means of any of the following false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud:

(a) By using fictitious name, or falsely pretending to possess power, influence, qualifications, property, credit, agency, business or imaginary transactions, or by means of other similar deceits.

Estafa under this provision requires the following elements: (1) there must be a false pretense, fraudulent act, or fraudulent means; (2) such false pretense, fraudulent act, or fraudulent means must be made or executed prior to or simultaneously with the commission of the fraud; (3) the offended party must have relied on the false pretense, fraudulent act, or fraudulent means, that is, they were induced to part with their money or property because of the false pretense, fraudulent act, or fraudulent means; and (4) as a result thereof, the offended party suffered damage.³⁹

Both the trial court and Court of Appeals ruled that petitioner took part in inducing TRM to sell the goods to a certain James Aquino by means of misrepresenting himself as the personnel of Aboitiz authorized to pick up the goods under the first sales invoice.

We do not agree.

There is conspiracy when two (2) or more persons come to an agreement concerning the commission of a felony and decide to commit it.

³⁸ *Cruz v. People*, 821 Phil. 372, 384 (2017).

³⁹ *Arias v. People*, G.R. Nos. 237106-07, June 10, 2019.

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Conspiracy need not be established by direct evidence, for it may be inferred from the conduct of the accused before, during and after the commission of the crime. For conspiracy to exist, it is essential that there must be a conscious design to commit an offense. Conspiracy is the product of intentionality on the part of the cohorts.⁴⁰

As explained in *People v. Tividad*,⁴¹ conspiracy is a facile device by which an accused may be ensnared and kept within the penal fold. As such, the existence of conspiracy cannot be presumed but must itself be proved beyond any shadow of doubt. This is in keeping with the time-honored principle that a conviction requires proof beyond reasonable doubt.

From the very start and up until now, petitioner has consistently narrated the circumstances that brought him to the premises of TRM Sales Marketing to present the authorization letter, deliver the check payment, and pick up the goods.

As stated earlier – Petitioner testified that he was a jeepney driver. On December 9, 2010, a certain Hernandez approached him at the jeepney terminal. Hernandez was wearing an identification card of Aboitiz. She told him she wanted to hire his jeepney to pick up goods at TRM Sales Marketing. She initially offered him ₱500.00, but he refused. In the end though, he changed his mind and agreed to the task after Hernandez offered him ₱1,000.00. She then gave him a sealed envelope addressed to William Sarmiento, a warehouseman at TRM Sales Marketing. He (petitioner) did not know the contents of the envelope.⁴²

At the TRM Sales Marketing, he handed the envelope to Sarmiento who ordered the goods to be loaded in petitioner's jeepney. The latter gave the order only after perusing the contents of the envelope. Per instruction of Sarmiento, he signed his name on the Sales Invoice Nos. 101550 and 101591.⁴³

He proceeded to Baclaran together with his cousin to meet with Hernandez. There, Hernandez instructed him to deliver the goods to Paco Market in Manila. At first, he hesitated because his route was only up to Baclaran, but eventually he agreed after Hernandez hired a traffic enforcer to escort him. Together with his cousin, Hernandez, and the traffic enforcer, he went to Paco Market to unload the goods.⁴⁴ For this task, Hernandez gave him another ₱1,000.00.

⁴⁰ *Bahilidad v. People*, 629 Phil. 567, 575 (2010).

⁴¹ 126 Phil. 913, 918-919 (1967).

⁴² *Rollo*, p. 16.

⁴³ *Id.*

⁴⁴ *Id.*

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Then he received a call from his operator, telling him to go to his house because there was a problem about the person who rented his jeepney. As soon as he arrived in his operator's house, the police arrested him. He was informed that TRM Sales Marketing had filed a complaint against him.⁴⁵

True, he signed the sales invoices and delivered the goods to Paco Market, but he did not know that the transaction of Hernandez was illegal. He did not go to TRM Sales Marketing on December 10, 2010.⁴⁶

The acts of petitioner in **first**, handing over the sealed envelope to Sarmiento, the content of which turned out to be the Authorization Letter; **second**, allowing the goods to be loaded in his jeepney per instruction of Sarmiento himself; **third**, signing his name in the sales invoices for the goods; **fourth**, handing over the check payment to Sarmiento; **fifth**, bringing the goods to Baclaran, as instructed by Hernandez; **sixth**, unloading the goods at the Paco Market; and **last**, receiving from Hernandez a total of ₱2,000.00 for his services – whether taken singly or collectively do not establish conspiracy. It was not shown that petitioner was actuated by any unlawful purpose, like Hernandez, through deceptive tactics or misrepresentation to induce Sarmiento and TRM to part with the goods in question, causing them material damage or injury.

Notably, the TRM warehouse supervisor, Sarmiento, did not contradict any portion of petitioner's testimony. In fact, he even confirmed that when petitioner went to the warehouse of TRM Sales Marketing in person, he talked face-to-face with him, and signed the sales invoices using his real name, in stark contrast with the other perpetrators who used fictitious names in all the relevant documents. Not only that. When petitioner's jeepney operator called him over to the former's residence to discuss the problem about the person who rented his jeep, he readily obliged and did not hesitate even for a moment. As it was though, he got arrested as soon as he arrived at his operator's residence. Truly, the innocent does not flee but is as bold and brave as a lion.

Another. Sarmiento could not cite any single deceitful utterance of petitioner which supposedly caused him to part with the goods in question.

To emphasize, petitioner was simply an errand boy who mechanically did as he was told. From what appears on record, petitioner was a modest person who was merely trying to make a decent living for himself and his family by sweating it out as a jeepney driver. One day, an opportunity to earn some extra bucks presented itself while he was in the jeepney terminal. At first, he declined because it did not seem worth it but was later on enticed to accept because the offer was increased from ₱500.00 to ₱1,000.00. He got instructions from the person who engaged him. The instructions were simple

⁴⁵ Id. at 33.

⁴⁶ Id. at 16.

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and he had no reason to suspect that something was wrong or that he was actually being used for an illegal activity. His fellow jeepney driver, Brania, corroborated his testimony. Brania saw Hernandez approach petitioner at the jeepney terminal, heard her offer to hire petitioner, and saw her give petitioner a ₱1,000.00 bill.

This is the fact. It was no other than Sarmiento's gross negligence which directly caused him and the company to lose the goods to the impostor or impostors. For despite the fact that petitioner's name was not borne in the Authorization Letter itself, still, Sarmiento processed the transaction and even ordered the loading of the goods in petitioner's jeep. If this is not self-inflicted injury, what is?


In *Metrobank v. Tobias*,⁴⁷ the Court ruled that complainant Metrobank could not have been a victim of estafa when it failed to observe due diligence in: (1) not performing a thorough background check on the accused; (2) not ascertaining the validity and integrity of the documents presented; (3) not assessing the actual location and condition of the subject property; and (4) not investigating the real owner of such property. For its non-observance of the diligence and care required in its dealings, Metrobank had no one to blame but itself.

ACCORDINGLY, the petition is **GRANTED**. The Decision dated July 2, 2020 of the Court of Appeals in CA-G.R. CR No. 39684 as to Criminal Case No. 10-1375 is **REVERSED** and **SET ASIDE**.

TEOFILO FLORES y DELA CRUZ is **ACQUITTED** of Estafa in Criminal Case No. 10-1375.


Let an entry of judgment immediately issue.

SO ORDERED.

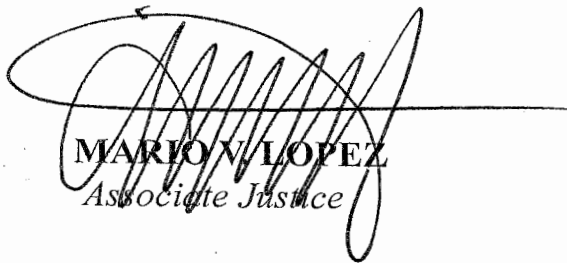

AMY C. LAZARO-JAVIER
Associate Justice

⁴⁷ 680 Phil. 173-191 (2012).

WE CONCUR:



MARVIC M. V. F. LEONEN
Senior Associate Justice
Chairperson



MARIO V. LOPEZ
Associate Justice




JHOSEP M. LOPEZ
Associate Justice



ANTONIO T. KHO, JR.
Associate Justice

ATTESTATION


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.



MARVIC M. V. F. LEONEN
Chairperson, Third Division

CERTIFICATION

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.



ALEXANDER G. GESMUNDO
Chief Justice



