



Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

CRISPIN BURGOS D. BARIATA,  
Petitioner,

G.R. No. 234640

Present:

- versus -

CAGUIOA, J.,  
Chairperson,  
INTING,  
GAERLAN,  
DIMAAMPAO, and  
SINGH, JJ.

THE HONORABLE OMBUDSMAN  
CONCHITA C. CARPIO-  
MORALES, JOSELITO A. OJEDA,  
AND DULCE R. QUINTO-OJEDA,  
Respondents.

Promulgated:

February 1, 2023

~~MistDCBoat~~

X-----X

DECISION

GAERLAN, J.:

For resolution before this Court is a Petition for *Certiorari*<sup>1</sup> dated October 27, 2017 filed by Crispin Burgos D. Bariata (petitioner) questioning the Office of the Ombudsman's (Ombudsman's) Joint Resolution<sup>2</sup> dated October 19, 2015 (Joint Resolution) and Joint Order<sup>3</sup> dated July 3, 2017 (Joint Order) in OMB-L-C-15-0143 (criminal case) and OMB-L-A-15-0182 (administrative case), which dismissed petitioner's complaint against private respondents then Mayor Joselito A. Ojeda (Joselito) and Dulce R. Quinto-Ojeda (Dulce) for alleged unexplained wealth and for failure to file a true and detailed Sworn Statements of Assets, Liabilities, and Net Worth (SALNs) for calendar years 2010, 2011, 2012, and 2013 (2010-2013 SALNs) in violation of Sections 7 and 8 of Republic Act (R.A.) No. 3019; and Sections 7, 8, and 9 of R.A. No. 6713, among others.<sup>4</sup>

<sup>1</sup> Rollo, pp. 3-36.

<sup>2</sup> Id. at 425-435; penned by Graft Investigation and Prosecution Officer II Irmina H. Bautista.

<sup>3</sup> Id. at 516-525.

<sup>4</sup> Id. at 40.

4

### Statement of Facts

The instant case arose from the Complaint-Affidavit<sup>5</sup> dated March 23, 2015 filed by petitioner charging Joselito criminally and administratively before the Ombudsman for alleged unexplained wealth and for failure to file a true and detailed 2010-2013 SALNs in violation of Sections 7 and 8 of R.A. No. 3019,<sup>6</sup> otherwise known as the “Anti-Graft and Corrupt Practices Act” and Sections 7, 8, and 9 of R.A. No. 6713,<sup>7</sup> otherwise known as the “Code of Conduct and Ethical Standards for Public Officials and Employees.”<sup>8</sup>

In addition, petitioner also charged Joselito with falsification of public documents and perjury in violation of Articles 171(4) and 183 of the Revised Penal Code, for allegedly making untruthful statements in a narration of facts in his 2010-2013 SALNs.<sup>9</sup>

According to the complaint, Joselito was the then-mayor of the Municipality of Mulanay, Quezon Province who assumed office in 2010.<sup>10</sup> As such, petitioner charged Joselito for failure to accurately reflect and declare his properties and net worth in his 2010-2013 SALNs. In particular, petitioner pointed out that the following properties were not included in Joselito’s 2010-2013 SALNs, despite the same allegedly still under the name of spouses Joselito and Dulce:

- (1) A parcel of land located at Barrio Ibabang Mayao, Lucena City, covered by Transfer Certificate of Title (TCT) No. T-57936;
- (2) A parcel of land located at Barrio Ibabang Mayao, Lucena City, covered by TCT No. T-65839;
- (3) A parcel of land located at Barrio Ibabang Mayao, Lucena City, covered by TCT No. T-84285; and
- (4) A parcel of land located at Barrio Ibabang Mayao, Lucena City, covered by TCT No. T-82483;<sup>11</sup>

Moreover, another property not included in Joselito’s 2010-2013 SALNs is a parcel of land located at Barrio Ibabang Mayao, Lucena City, covered by TCT No. T-64377, which although registered in the name of a

---

<sup>5</sup> Id. at 38-50.

<sup>6</sup> Approved on August 17, 1960.

<sup>7</sup> Approved on February 20, 1989.

<sup>8</sup> *Rollo*, p. 40.

<sup>9</sup> Id.

<sup>10</sup> Id. at 41.

<sup>11</sup> Id. at 41-42.

certain Evelyn Rios (Evelyn), was nevertheless acquired by Joselito, as evidenced by a *Kasulatan ng Bilihang Lampasan* and *Susog sa Bilihan ng Lampasan* both executed on January 22, 2015.<sup>12</sup>

In addition, petitioner claims that Joselito's unemployed son, Jay Tito Ojeda II, was able to acquire two (2) commercial lands in Villa Lopez Subdivision, Barangay (Brgy.) Isabang, Tayabas City. On these parcels of land, Joselito and his family constructed buildings to be utilized for their Radio Broadcasting Business.<sup>13</sup> The foregoing lands and buildings were supposedly not declared by Joselito in his 2010-2013 SALNs.<sup>14</sup>

Furthermore, the complaint likewise alleged that Joselito failed to declare in his 2010-2013 SALNs, his and his family's interest in the following properties and businesses:

- (1) Two (2) high-end condominium units in Vito Cruz, Manila and Global City, Taguig City;
- (2) Shareholdings in Katigbak Enterprises (San Pablo City), Incorporated and Renconada Broadcasting Corporation;
- (3) A Toyota Fortuner;
- (4) Another Toyota Fortuner;
- (5) A black Toyota Land Cruiser;
- (6) An Audi sports car;
- (7) A gray Mitsubishi Montero Sports;
- (8) A Toyota Rav4;
- (9) A Hyundai Starex Van;
- (10) At least two (2) Mitsubishi L300 Vans.<sup>15</sup>

Moreover, petitioner alleges that Joselito and his family also travelled abroad on a regular basis, which petitioner questioned considering that

---

<sup>12</sup> Id. at 42.

<sup>13</sup> Id. at 43.

<sup>14</sup> Id.

<sup>15</sup> Id. at 43-44.

4

Joselito was earning only ₱50,000.00 a month as a mayor of a first class municipality.<sup>16</sup>

In his Counter-Affidavit<sup>17</sup> dated July 31, 2015, Joselito vehemently denied the charges against him and countered that the instant case against him was a mere retaliatory case by petitioner, since the latter was the defendant in several cases filed by DCG Radio-TV Network [formerly Katigbak Enterprises (San Pablo City)] (Katigbak Enterprises). Joselito alleged that he, together with other investors, established and operated Katigbak Enterprises in 1986 until he divested his interests therein in 2006.<sup>18</sup> With respect to his interests in Katigbak Enterprises, Joselito argued that as early as 2006 he had already divested his interests therein evidenced by a Deed of Assignment dated January 10, 2006.<sup>19</sup> Anent Joselito and his family's foreign travels, he explained that it had already been customary to them as early as 1989, even prior to his election as municipal mayor, and that it was financed by Dulce who had relatives in United States of America.<sup>20</sup>

Moreover, Joselito explained that with respect to the real properties supposedly not included in his 2010-2013 SALNs, in particular those covered by TCT Nos. T-57936, T-65839, T-84285, and T-82483, the same were already in *custodia legis* having been levied into execution by reason of a final and executory judgment. As proof thereof, Joselito quoted the annotations appearing on the respective titles which showed that the foregoing properties were already subject of a Writ of Execution in favor of Bank of the Philippine Islands (BPI) as early as 2005.<sup>21</sup> Therefore, since the foregoing properties being in *custodia legis* and having been levied in favor of BPI, Joselito no longer included the same in his declaration of assets and properties. With respect to the parcel of land covered by TCT No. T-64377, Joselito pointed out that it was not registered in his name but with Evelyn.<sup>22</sup>

As to the vehicles listed by petitioner in his Complaint, Joselito denied ownership thereof citing that none of them were registered in his name based on the records of the Land Registration Office (LTO).<sup>23</sup>

Finally, Joselito denies that his son, Jay Tito Ojeda II is not unemployed but is in fact gainfully employed as President and Chairman of the Board of Katigbak Enterprises.<sup>24</sup> In any event, Jay Tito Ojeda II is married to Atty.

---

<sup>16</sup> Id. at 45.

<sup>17</sup> Id. at 109-118.

<sup>18</sup> Id. at 109-110 and 113.

<sup>19</sup> Id. at 114.

<sup>20</sup> Id. at 115.

<sup>21</sup> Id. at 115-116.

<sup>22</sup> Id. at 116-117.

<sup>23</sup> Id. at 117.

<sup>24</sup> Id. at 117-118.

↓

Michelle Tesalona-Ojeda and thus no longer covered by Section 8 of R.A. No. 6713 which covers only properties “in the name of spouse and unmarried children of such public officials.”<sup>25</sup>

Thereafter, petitioner filed his Reply-Affidavit *Ad Cautelam* dated August 14, 2015. In his Reply-Affidavit, petitioner asserts that despite the real properties being in *custodia legis*, the same should have nevertheless been included in Joselito’s 2010-2013 SALNs considering that it was still registered in his name.<sup>26</sup> Petitioner further contends that based on the Annual Financial Statement of Katigbak Enterprises for the fiscal year 2014, Joselito remains to be the Chairman of its Board of Directors and that Joselito had in fact signed the same three times.<sup>27</sup>

Furthermore, petitioner alleges that the parcel of land located at Barrio Ibabang Mayao, Lucena City and covered by TCT No. T-64377, registered in the name of Evelyn; is in fact already registered in the name of Joselito and his wife, Dulce and covered by TCT No. 115895 as early as June 1, 2004.<sup>28</sup> In addition, petitioner attached the Property Record Form of the foregoing property and a Certification from the Office of the City Treasurer of Lucena City, which showed that Joselito had been paying for the real property taxes of the foregoing property.<sup>29</sup>

Thereafter on August 3, 2015, petitioner filed a *Supplemental Complaint-Affidavit*<sup>30</sup> of even date, attaching a copy of the tax declaration of the building built and constructed on the commercial land located in Villa Lopez Subdivision, Brgy. Isabang, Tayabas City, registered in the name of Joselito’s allegedly unemployed son, Jay Tito Ojeda II.<sup>31</sup> Moreover, petitioner alleges that Joselito and his wife Dulce, is also a co-owner together with a certain Apolinar Quinto of a parcel of land covered by TCT No. 343418, which was also not included in his 2010-2013 SALNs.<sup>32</sup>

In response to the Supplemental Complaint-Affidavit, Joselito filed his Counter-Affidavit. He countered that the parcel of land covered by TCT No. 343418 is a paraphernal property of his wife who had already waived and assigned her interest in favor of her brother Apolinar Quinto, as evidenced by a Waiver/Quitclaim with Assignment of Rights dated February 2, 2002, and should no longer be included in his SALN.<sup>33</sup>

---

<sup>25</sup> Id. at 117.

<sup>26</sup> Id. at 233.

<sup>27</sup> Id. at 236.

<sup>28</sup> Id. at 234-238.

<sup>29</sup> Id. at 20.

<sup>30</sup> Id. at 97-101.

<sup>31</sup> Id. at 98-99.

<sup>32</sup> Id. at 99.

<sup>33</sup> Id. at 431.

Thereafter, the parties submitted their respective Position Papers.

In his Position Paper, Joselito countered that he never had beneficial ownership of the parcel of land located at Barrio Ibabang Mayao, Lucena City previously covered by TCT No. T-64377, and now covered by TCT No. 115895 registered in the name of Joselito and his wife, Dulce. According to Joselito, as early as 2005, he and his wife had executed a Deed of Absolute Sale in favor of a certain, Belinda O. Seibold (Seibold). The property was then allegedly used in a series of mortgages, the proceeds of which were utilized by Seibold.<sup>34</sup> In addition, anent the appearance of Joselito's name in the 2014 Financial Statements of Katigbak Inc., he explains that its stockholders failed to convene any meeting from 2007 to 2013, and thus argues that on the basis of the Holdover Doctrine, he was still named as a Chairman of the Board.<sup>35</sup>

After the submission of their respective Position Papers, the case was submitted for the Ombudsman's resolution.

### **RULING OF THE OMBUDSMAN**

In its *Joint Resolution*, the Ombudsman dismissed both the criminal and administrative cases against Joselito and his wife, Dulce for lack of merit, the dispositive portion of which reads:

**WHEREFORE**, the complaint for Violations of Sections 7 and 8 of R.A. No. 3019 and Sections 7, 8 and 9 of R.A. No. 6713, Unexplained Wealth, and Falsification by Public Officer, Employee, Notary or Ecclesiastical Minister, against respondents Joselito A. Ojeda and Dulce R. Quinto-Ojeda is ***Dismissed*** for the cited reasons. Likewise, the administrative complaint for Dishonesty, Violations of R.A. No. 6713 and Civil Service Decree against respondents Joselito A. Ojeda is also ***Dismissed***.

**SO ORDERED.**<sup>36</sup> (Emphases and italics in the original)

In dismissing the criminal and administrative case, the Ombudsman found and concluded that petitioner failed to adduce sufficient evidence to show that Joselito failed to declare in his 2010-2013 SALNs an accurate declaration of his properties and net worth, the pertinent ruling are reproduced below:<sup>37</sup>

---

<sup>34</sup> Id. at 304.

<sup>35</sup> Id. at 305.

<sup>36</sup> Id. at 434.

<sup>37</sup> Id. at 432-434.

The records show that the subject real properties and businesses were acquired between the period 1989 to 2004 before respondent Joselito became the Municipal Mayor of Mulanay, Quezon, thus, negating complainant's allegation of ill-gotten wealth. Also, it is observed that the lots covered by TCT Nos. T-57936, T-65839, T-84285 and T-84283 were levied as early as 27 October 2005 by virtue of the writ of execution in favor of the Bank of the Philippine Islands (BPI). Thus, in effect, they are no longer owned by respondents, hence, their non-declaration in respondent Mayor's SALNs. Corollary, the subject lot under TCT No. 115895 (formerly TCT No. 64377) was not declared in respondent Mayor's SALNs for 2010 to 2013 as it was already sold to one Belinda O. Seibold per Deed of Absolute Sale dated 16 February 2005.

It must be noted that respondents already divested their business interests in DCG Radio-TV Network in favor of Myrna Recidocruz, Cynthia A. Ojeda, and Sylvia O. Palacol through a Deed of Assignment dated 10 January 2006. Respondent Mayor cannot be faulted that his name is still indicated as President and Chairman of the Board of Katigbak Enterprises as it was the company's bookkeeper who inadvertently included his name to the Annual Financial Statement as of 31 December 2013 filed with the Securities and Exchange Commission (SEC) per Affidavit dated 17 August 2015 of Katigbank Enterprises' auditor Amorsolo S. Nieva.

Moreover, there is no evidence to show that the alleged vehicles are registered in respondents' names.

Complainant also did not adduce evidence showing that Jay Tito Ojeda II is unemployed and has no capacity to own the properties in Villa Lopez Subdivision. It is a well-settled rule that the one who alleges has the burden of proving the same, in which case, complainant failed. Moreover, being married and beyond 18 years old, Jay Tito Ojeda II is already emancipated, thus, excluded under the coverage of Section 8 of R.A. No. 6713.

Similarly, the lot under TCT No. T-343418 has been waived and assigned by respondent Dulce to Apolinar R. Quinto as early as 2002 per Waiver/Quitclaim With Assignment of Rights. As the subject lot is a paraphernal property, it is considered as respondent Dulce's exclusive property under Articles 92 and 109 of the Family Code and could be disposed without the consent of her husband.

Finally, respondent Mayor has satisfactorily explained that their foreign travels have been customary to their family since 1989. It is also a common knowledge nowadays that cost of air travel had considerably decreased. Thus, respondents' regular travels may not be considered as unaffordable for a government official like respondent Mayor. Besides, except for the admission of respondents that they regularly travel to the USA, complainant failed to adduce evidence of the alleged expensive travels of the respondents to other countries.

Further, the administrative charges against respondent Mayor must fail for lack of evidence that he has deliberate intent to conceal the truth or state falsehood in his SALNs.<sup>38</sup>

Thereafter, on May 22, 2017 petitioner filed a Motion for Reconsideration<sup>39</sup> of even date which was eventually denied by the Ombudsman in its Joint Order.<sup>40</sup>

Hence the present Petition.

## OUR RULING

We resolve to deny the Petition.

### I. *Proper remedy to assail a joint resolution of the ombudsman dismissing both criminal and administrative charges*

At the outset, it must be pointed out that petitioner availed of the wrong remedy in questioning the Joint Resolution of the Ombudsman pertaining to its dismissal of the administrative charges against Joselito. Petitioner filed a Petition for *Certiorari* under Rule 65 of the Rules of Court questioning the Joint Resolution of the Ombudsman which dismissed the administrative and criminal charges against Joselito.

In **criminal cases**, the remedy questioning the finding of the existence or lack of probable cause by the Ombudsman is to file a petition for *certiorari* under Rule 65 of the Rules of Court with the Supreme Court.<sup>41</sup>

On the other hand, in **administrative cases**, distinction must be made between appealable and unappealable Resolutions of the Ombudsman.<sup>42</sup> Unappealable Decisions or Resolutions of the Ombudsman are final and executory, and they are as follows: (1) when respondent is absolved of the charge; (2) the penalty imposed is public censure or reprimand; (3) suspension of not more than one month; and (4) a fine equivalent to one month's salary.<sup>43</sup> Unappealable Decisions or Resolutions in administrative cases if tainted with grave abuse of discretion, may be assailed by filing a petition for *certiorari*

---

<sup>38</sup> Id.

<sup>39</sup> Id. at 436-459.

<sup>40</sup> Id. at 516-525.

<sup>41</sup> *Gatchalian v. Office of the Ombudsman*, 838 Phil. 140, 149 (2018), citing *Estrada v. Desierto*, 487 Phil. 169 (2004) and *Tirol, Jr. v. Del Rosario*, 376 Phil. 115, 122 (1999).

<sup>42</sup> *Yatco v. Office of the Deputy Ombudsman for Luzon*, G.R. No. 244775, July 6, 2020.

<sup>43</sup> *Villaseñor v. Ombudsman*, G.R. No. 202303, 735 Phil. 409, 416 (2014).

0



under Rule 65 before the Court of Appeals (CA).<sup>44</sup> Appealable Decisions, on the other hand, are those which fall outside said enumeration, and may be appealed to the CA under Rule 43 of the Rules of Court.<sup>45</sup>

In this regard, while the Ombudsman can jointly resolve both administrative and criminal charges against a public officer or employee, it does not alter the nature of the proceedings and the appropriate remedy that a party can avail.<sup>46</sup> The two cases remain separate and thus, the parties must avail of the proper remedy or mode of appeal to question each respective case separately.<sup>47</sup>

In *Joson v. Ombudsman*,<sup>48</sup> petitioner Edward Thomas F. Joson (Joson) therein filed with the Court a petition for *certiorari* under Rule 65, challenging the Joint Resolution of the Ombudsman which dismissed both the criminal and administrative complaints filed against the respondents Office of the Ombudsman *et al.* With respect to the criminal charge, the Court found no grave abuse of discretion on the part of Ombudsman. However, with respect to the dismissal of the administrative charge, the Court held that the ruling of the Ombudsman had already attained finality due to petitioner Joson's failure to file a petition for *certiorari* before the CA. We held:

With respect to the dismissal of the administrative charge for gross misconduct, the Court finds that the same has already attained finality because Joson failed to file a petition for *certiorari* before the Court of Appeals (CA).

The assailed ruling of the Ombudsman absolving the private respondents of the administrative charge possesses the character of finality and, thus, not subject to appeal. Section 7, Rule III of the Ombudsman Rules provides:

SECTION 7. Finality 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 and unappealable. In all other cases, the decision shall become final after the expiration of ten (10) days from receipt thereof by the respondent, unless a motion for reconsideration or petition for *certiorari* shall have been filed by him as prescribed in Section 27 of RA 6770.

X X X X

---

<sup>44</sup> *Alaska v. Garcia*, G.R. No. 228298, (June 23, 2021).

<sup>45</sup> *Gatchalian v. Office of the Ombudsman*, supra note 41, at 147-148; *Fabian vs. Desierto* 356 Phil. 787, 804 (1998).

<sup>46</sup> Supra note 42.

<sup>47</sup> *Tolosa, Jr. v. Office of the Ombudsman*, G.R. No. 233234, September 14, 2020.

<sup>48</sup> 784 Phil. 172 (2016).

Q

Though final and unappealable in the administrative level, the decisions of administrative agencies are still subject to judicial review if they fail the test of arbitrariness, or upon proof of grave abuse of discretion, fraud or error of law, or when such administrative or quasi-judicial bodies grossly misappreciate evidence of such nature as to compel a contrary conclusion. **Specifically, the correct procedure is to file a petition for certiorari before the CA to question the Ombudsman's decision of dismissal of the administrative charge. Josen, however, failed to do this. Hence, the decision of the Ombudsman exonerating the private respondents from the charge of grave misconduct had already become final.** In any event, the subject petition failed to show any grave abuse of discretion or any reversible error on the part of the Ombudsman to compel this Court to overturn its assailed administrative ruling.<sup>49</sup> (Emphasis supplied; italics in the original; citations omitted)

More recently, the Court in *Yatco v. Office of the Deputy Ombudsman for Luzon*,<sup>50</sup> had occasion to reiterate the foregoing ruling and clarified the proper remedies to assail a consolidated ruling of the Ombudsman which jointly disposed of both the administrative and criminal aspects:

The fact that the Ombudsman had rendered a consolidated ruling does not — as it should not — alter the nature of the prescribed remedy corresponding to the aspect of the Ombudsman ruling being assailed. Consolidation is an act of judicial discretion when several cases are already filed and pending before it. This assumes that the procedural vehicles taken when these remedies are filed in the deciding forum are proper and thus, are to be given due course. Rule 31 of the Rules of Court, which applies suppletorily in cases before the Ombudsman, provides that consolidation involves actions that are already pending before the Court:

x x x x

As consolidation is a matter for the court to determine post-filing, it does not affect the nature of the procedural recourse taken by the aggrieved party. Here, when the Ombudsman consolidated the criminal and administrative charges against respondents, it deemed it proper to resolve both criminal and administrative aspects in one Joint Resolution because the charges involved common questions of fact or law. Ordinarily, administrative and criminal charges filed before the Ombudsman would usually pertain to one incident involving the same set of facts and parties, from which both criminal and administrative liabilities may stem. This gives rise to their consolidation. **However, after the Ombudsman renders its consolidated ruling, the aggrieved party is then required to take the appropriate procedural remedies to separately assail the administrative and criminal components of the same.** (Emphasis supplied; citation omitted)

---

<sup>49</sup> Id. at 189-191.

<sup>50</sup> Supra note 42.

4

In the instant case, the Ombudsman issued a Joint Resolution which dismissed the criminal and administrative charges against Joselito, and thereafter issued a Joint Order which denied petitioner's motion for reconsideration. Petitioner now comes before this Court, assailing the Joint Resolution and Order of the Ombudsman through a petition for *certiorari* under Rule 65.

Gathering from the foregoing discussion, petitioner can no longer assail the dismissal of the administrative charge against Joselito considering the same is final and unappealable. Consistent with Our previous rulings, petitioner should have filed a petition for *certiorari* with the CA and not before this Court.

Accordingly, since petitioner availed of the wrong remedy, this Court cannot take proper cognizance of the same. Thus, the ruling of the Ombudsman absolving Joselito of the administrative charges had already become final.

With respect to the criminal charges, petitioner availed of the proper remedy. Thus, this Court may exercise its plenary power to determine whether or not the finding of the Ombudsman of the lack of probable cause was tainted with grave abuse of discretion.

As a general rule, the Court does not interfere with the Office of the Ombudsman's exercise of its investigatory and prosecutorial powers,<sup>51</sup> including its exercise of discretion in determining probable cause.<sup>52</sup> This policy of non-interference recognizes the wide latitude bestowed on the Ombudsman in the exercise of its powers and is anchored on constitutional, statutory, and practical considerations.<sup>53</sup> The Constitution and R.A. No. 6770,<sup>54</sup> vest the Ombudsman with great autonomy<sup>55</sup> in the exercise of its mandate to investigate acts or omissions of public officials or employees which appear to be illegal, unjust, improper, or inefficient.<sup>56</sup> The Ombudsman's powers are plenary in nature, designed to insulate it from outside pressure and influence.<sup>57</sup>

Nevertheless, the plenary nature of the Ombudsman's powers does not place it beyond the scope of the Court's power of review.<sup>58</sup> Thus, while the

---

<sup>51</sup> *Casing v. Hon. Ombudsman*, 687 Phil. 468, 475 (2012).

<sup>52</sup> *Imingan v. Office of the Hon. Ombudsman*, G.R. No. 226420, March 4, 2020.

<sup>53</sup> *Pontejos v. Office of the Ombudsman*, 518 Phil. 251, 262-263 (2006).

<sup>54</sup> THE OMBUDSMAN ACT OF 1989; approved on November 17, 1989.

<sup>55</sup> *Gov. Garcia, Jr. v. Office of the Ombudsman*, 747 Phil. 445, 457 (2014).

<sup>56</sup> *Public Attorney's Office vs. Office of the Ombudsman*, 821 Phil. 286, 295 (2017).

<sup>57</sup> *Angeles v. Gutierrez*, 685 Phil. 183, 195 (2012).

<sup>58</sup> *Department of Finance-Revenue Integrity Protection Service v. Enerio*, G.R. No. 238630, May 12, 2021.

J

Ombudsman's findings as to whether probable cause exists are generally not reviewable by the Court, where there is an allegation of grave abuse of discretion, the Ombudsman's act cannot escape judicial scrutiny under the Court's own constitutional power and duty "to determine whether or not there has been grave abuse of discretion amounting to lack or excess of jurisdiction on the part of any branch or instrumentality of the Government."<sup>59</sup> Thus, where there is an imputation of errors of jurisdiction proceeding from grave abuse of discretion, the special civil action of *certiorari* may be resorted to.<sup>60</sup>

After an assiduous review of the records, We find that the Ombudsman did not commit grave abuse of discretion when it dismissed the criminal complaint against Joselito.

**II. *The filing of true, accurate, and detailed sworn SALN is constitutional and statutory requirement.***

The submission of a sworn SALN is both a constitutional and statutory requirement.

Section 17, Article XI of the Constitution requires that "[a] public officer or employee shall, upon assumption of office and as often thereafter as may be required by law, submit a declaration under oath of his [or her] assets, liabilities, and net worth."

Section 8 of R.A. No 6713 likewise mandates that "[p]ublic officials and employees have an obligation to accomplish and submit declarations under oath of, and the public has the right to know, their assets, liabilities, net worth and financial and business interests including those of their spouses and of unmarried children under eighteen (18) years of age living in their households."

In particular, Section 8 (A) provides that public officials and employees shall file under oath their SALN which shall contain information on the following:

- (a) real property, its improvements, acquisition costs, assessed value and current fair market value;
- (b) personal property and acquisition cost;

<sup>59</sup> *Camp John Hay Development Corporation v. Office of the Ombudsman*, G.R. No. 225565, January 13, 2021; citing *Casing v. Ombudsman*, supra note 51, at 475-476.

<sup>60</sup> *Imingan v. Ombudsman*, supra note 52.

Q

- (c) all other assets such as investments, cash on hand or in banks, stocks, bonds, and the like;
- (d) liabilities, and
- (e) all business interests and financial connections.

The sworn statement is embodied in a pro forma document with specific blanks to be filled out with the necessary data or information. Insofar as the details for real properties are concerned, the information required to be disclosed are limited to the following: 1) kind, 2) location, 3) year acquired, 4) mode of acquisition, 5) assessed value, 6) current fair market value, and 7) acquisition cost.<sup>61</sup>

In the instant case, petitioner charges Joselito for failure to declare in his 2010-2013 SALNs his ownership and interest in the following properties and businesses:<sup>62</sup>

	Property	
1.	A parcel of land located at Barrio Ibabang Mayao, Lucena City, covered by TCT No. T-57936	Registered in the name of Mayor Ojeda and his wife, Dulce
2.	A parcel of land located at Barrio Ibabang Mayao, Lucena City, covered by TCT No. T-65839;	Registered in the name of Mayor Ojeda and his wife, Dulce
3.	A parcel of land located at Barrio Ibabang Mayao, Lucena City, covered by TCT No. T-84285; and	Registered in the name of Mayor Ojeda and his wife, Dulce
4.	A parcel of land located at Barrio Ibabang Mayao, Lucena City, covered by TCT No. T-82483	Registered in the name of Mayor Ojeda and his wife, Dulce
5.	A parcel of land located at Barrio Ibabang Mayao, Lucena City covered by TCT No. 115895 (formerly TCT No. T-64377, registered in the name of Evelyn Rios)	Registered in the name of Mayor Ojeda and his wife, Dulce
6.	A parcel of land located in Brgy. Anos, Tayabas City covered by TCT No. 343418	Co-owned by Mayor Ojeda and his wife, Dulce together with a certain Apolinar Quinto
7.	Shareholdings in Katigbank Enterprises (San Pablo City), Inc. (now DCG Radio-TV	

<sup>61</sup> *Navarro v. Office of the Ombudsman*, 793 Phil. 453, 463 (2016).

<sup>62</sup> *Rollo*, pp. 585-586.

4

	Network) and Renconada Broadcasting Corporation	
8.	A Toyota Fortuner;	
9.	Another Toyota Fortuner;	
10.	A Toyota Land Cruiser;	
11.	An Audi Sports Car;	
12.	A gray Mitsubishi Montero Sports;	
13.	A Toyota Rav4;	
14.	A Hyundai Starex Van;	
15.	At least (2) Mitsubishi L300 Van. <sup>63</sup>	

**A. *Joselito failed to declare the parcels of land located in Barrio Ibabang Mayao, Lucena City and covered by TCT Nos. T-57936, T-65839, T-84285, and T-82483***

It is beyond dispute that the properties covered by TCT Nos. T-57936, T-65839, T-84285, and T-82483 were registered in the name of the then Mayor Joselito and his wife, Dulce. However, Joselito counters that the foregoing properties as early as 2005 have already been levied upon pursuant to a final and executory judgment in favor of BPI, effectively placing them under *custodia legis* and thus Joselito argues that they are no longer considered his assets to be included in his 2010-2013 SALNs.<sup>64</sup>

In response, petitioner argues that although a Notice of Levy on Execution has been annotated on the respective titles of the foregoing properties, the same remain to be owned and registered in the name of Joselito and his wife, Dulce, unless it has been sold on execution, and its ownership has been subsequently transferred.<sup>65</sup> In addition, petitioner points out that despite Joselito's denial that he no longer owns the foregoing properties, the latter still pays for their real property taxes as evidenced by the Certifications from the Office of the City Treasurer of Lucena City, Quezon.<sup>66</sup>

Petitioner's argument is meritorious.

Levy means the essential act or acts by which an officer sets apart or appropriates a part or the whole of the property of the judgment debtor for purposes of the prospective execution sale.<sup>67</sup> The purpose of a levy on execution is to subject real and personal properties of the judgment debtor and

<sup>63</sup> Id. at 585-590.

<sup>64</sup> Id. at 585-587.

<sup>65</sup> Id. at 16-17.

<sup>66</sup> Id. at 17.

<sup>67</sup> *Cagayan de Oro Coliseum, Inc. v. Court of Appeals*, 378 Phil. 498, 523 (1999).

4

make them answerable to the obligation in favor of the judgment obligee in case the former is not able to pay the judgment debt in cash, certified check, or similar means.<sup>68</sup> The levy shall serve to take property into the custody of the law, and thereby renders it liable to the lien of the execution, and put it out of the power of the judgment debtor to divert it to any other use or purpose.<sup>69</sup>

Section 12, Rule 39 of the Rule of Court provides that a “levy on execution shall create a lien in favor of the judgment obligee over the right, title and interest of the judgment obligor in such property at the time of the levy, subject to liens and encumbrances then existing.”

In executing a money judgment against the property of the judgment debtor, the sheriff shall levy on all property belonging to the judgment debtor as is amply sufficient to satisfy the judgment and costs, and sell the same paying to the judgment creditor so much of the proceeds as will satisfy the amount of the judgment debt and costs.<sup>70</sup>

The result of such execution is that the title over the subject property will be vested immediately in the purchaser subject only to the judgment debtor’s right to redeem the property within the period provided for by law.<sup>71</sup> Thereafter, upon sale of real property, the officer must give to the purchaser a certificate of sale which must be registered in the registry of deeds of the place where the property is situated.<sup>72</sup> The right acquired by the purchaser at an execution sale is inchoate, and does not become absolute until after the expiration of the redemption period without the right of redemption having been exercised.<sup>73</sup>

Clearly, a lawful levy on execution is separate and distinct from and is in fact a prerequisite and indispensable act to a valid sale on execution.<sup>74</sup> It is upon the subsequent sale of the property and the failure of the judgment debtor to redeem the property within the period provided by law can ownership thereof be transferred.

In the instant case, Joselito has not shown or demonstrated that the properties covered by TCT Nos. T-57936, T-65839, T-84285, and T-82483; although levied upon pursuant to a final and executory judgment in favor of

---

<sup>68</sup> THE RULES OF COURT, Rule 39, Section 9 (b); see also *Miranda v. Spouses Mallari*, G.R. No. 218343, November 28, 2018, 887 SCRA 387, 408-409.

<sup>69</sup> *Cagayan de Oro Coliseum, Inc. v. Court of Appeals*, supra note 67.

<sup>70</sup> Id.

<sup>71</sup> *Spouses Ching v. Family Savings Bank*, 649 Phil. 84, 98 (2010).

<sup>72</sup> THE RULES OF COURT, Rule 39, Section 25.

<sup>73</sup> Supra note 71.

<sup>74</sup> *Consolidated Bank & Trust Corp. v. Court of Appeals*, 271 Phil. 160, 179 (1991); and *Llenares v. Valdeavella*, 46 Phil. 358, 360 (1963).

2

BPI, were subsequently sold on execution and that he failed to redeem the same. The mere fact that the foregoing properties have been levied upon in favor of BPI does not mean that Joselito is divested of its ownership. The levy on the foregoing properties merely creates a lien in favor of BPI, but does not serve to transfer ownership.

Moreover, Joselito's continued payment of the real property taxes despite his claim that he no longer had any beneficial ownership of the foregoing properties, is nevertheless indicia of his continued interest over them.

While it is true that tax receipts and tax declarations are not incontrovertible evidence of ownership, they constitute credible proof of claim of title<sup>75</sup> or of possession in the concept of owner over the property, for no one in his right mind would be paying taxes for a property that is not in his actual or at least constructive possession.<sup>76</sup>

What is undisputed is the fact that the foregoing properties are still registered in the name of Joselito and his wife, and thus should have nevertheless been included in his 2010-2013 SALNs even though a Notice of Levy has been annotated thereon, absent proof that the same have subsequently been subject of a sale on execution.

***B. The parcel of land located in Barrio Ibabang Mayao, Lucena City covered by TCT No. 115895 was already sold by Ojeda and thus need not be declared in his 2010-2013 SALNs.***

Joselito does not deny that the parcel of land located in Barrio Ibabang Mayao, Lucena City covered by TCT No. 115895 is registered in his name as early as 2004. However, Joselito argues that he never had beneficial ownership of the foregoing property, since in 2005 he and his wife had executed a Deed of Absolute Sale in favor of Belinda Seibold. Thereafter, the property was utilized in a series of mortgages, the proceeds of which were made use by Seibold. As proof thereof, Joselito attached a copy of the Deed of Absolute Sale dated February 16, 2005.

It is well-settled in jurisprudence that in a contract of sale, ownership is transferred upon delivery of the thing sold.<sup>77</sup> Article 1496 of the Civil Code

<sup>75</sup> *Director of Lands v. Intermediate Appellate Court*, 284-A Phil. 675, 691 (1992).

<sup>76</sup> *Villasi v. Garcia*, 724 Phil. 519, 530 (2014).

<sup>77</sup> *Tamayo v. Lacambra*, G.R. No. 244232, November 3, 2020.



provides that “[t]he ownership of the thing sold is acquired by the vendee from the moment it is delivered to him in any of the ways specified in Articles 1497 to 1501, or in any other manner signifying an agreement that the possession is transferred from the vendor to the vendee.” In this regard, “delivery” has been interpreted to include both: (1) actual delivery; and (2) legal or constructive delivery.<sup>78</sup>

In a contract of sale of real property, delivery is effected when the instrument of sale is executed in a public document. When the deed of absolute sale is signed by the parties and notarized, then delivery of the real property is deemed made by the seller to the buyer.<sup>79</sup>

Article 1498 of the Civil Code states:

Article 1498. When the sale is made through a public instrument, the execution thereof shall be equivalent to the delivery of the thing which is the object of the contract, if from the deed the contrary does not appear or cannot clearly be inferred.

Accordingly, when executed in a public instrument, a deed of sale begins to operate as a mode of transferring ownership through the constructive delivery of the subject matter of the sale.<sup>80</sup>

Relatedly, in the sale of real property, the seller is not obligated to transfer in the name of the buyer a new certificate of title, but rather to transfer ownership of the real property. There is a difference between transfer of the certificate of title in the name of the buyer, and transfer of ownership to the buyer. The buyer may become the owner of the real property even if the certificate of title is still registered in the name of the seller. As between the seller and the buyer, ownership is transferred not by the issuance of a new certificate of title in the name of the buyer but by the execution of the instrument of sale in a public document.<sup>81</sup>

In the instant case, a reading of the terms of the Deed of Absolute Sale<sup>82</sup> shows an absolute transfer of ownership of the property covered by TCT No. 11895, from Joselito, and his wife, Dulce to Seibold:

1. For and in consideration of FIVE HUNDRED THOUSAND (P500,000.00) PESOS, Philippine Currency, receipt whereof is hereby

<sup>78</sup> *San Lorenzo Development Corp. v. Court of Appeals*, 490 Phil. 7, 21 (2005).

<sup>79</sup> *Chua v. Court of Appeals*, 449 Phil. 25, 46 (2003).

<sup>80</sup> *Tamayo v. Lacambra*, supra note 77.

<sup>81</sup> *Chua v. Court of Appeals*, supra note 79.

<sup>82</sup> *Rollo*, pp. 389-392.

acknowledged by the SELLER, the SELLER hereby cedes, transfers, assigns in favor of the BUYER the above-described parcel of land together with improvements thereon free from liens and encumbrances;<sup>83</sup>

Verily, although the parcel of land covered by TCT No. 115895 remains registered in the name of Joselito and his wife, Dulce the subsequent execution of the Deed of Absolute Sale in a public instrument constitutes constructive delivery thereof and transfers ownership of the property to Seibold. Thus, Joselito was justified to exclude the foregoing property from his 2010-2013 SALNs.

**C. *The parcel of land located in Brgy. Anos, Tayabas City covered by TCT No. 343418 had already been waived by Joselito's Wife, Dulce in favor of her brother Apolinar Quinto.***

Joselito likewise does not deny that the parcel of land located in Brgy. Anos, Tayabas City covered by TCT No. 343418 has been declared under his and his wife's name, Dulce, together with Dulce's brother, Apolinar Quinto (Apolinar). However, Joselito contends that his wife, Dulce had already executed a Waiver/Quitclaim with Assignment of Rights<sup>84</sup> dated February 8, 2002, in favor of her brother, waiving, relinquishing and renouncing all her rights and interests over the property without material or valuable consideration. Notably, the Waiver/Quitclaim did not include Joselito's consent therein. However Joselito explains that he respects the right of *reserva troncal* of the Quinto family and thus disassociated himself from the foregoing property.

The relevant portion of the Waiver/Quitclaim is quoted below:

3. I am now quitting, waiving, relinquishing and renouncing all my rights and other residual and beneficial rights over the subject property free from liens and encumbrances in favor of **APOLINAR R. QUINTO**, of legal age, married with residence and postal address at Lucena City, Quezon Province receipt of which is hereto acknowledged. The undersigned hereby transfers and conveys my interests or residual rights as described herein in a manner absolute the subject property above-described, free from liens and encumbrances in favor of **APOLINAR R. QUINTO**[.] Undersigned further warrants and shall forever defend the same unto said **APOLINAR R. QUINTO**, his heirs and assigns against the lawful claims of third persons whomsoever[.]<sup>85</sup> (Emphasis in the original)

---

<sup>83</sup> Id. at 390.

<sup>84</sup> Id. at 282-283.

<sup>85</sup> Id. at 282.

J

However, it was not alleged nor proven by any of the parties if the foregoing property was paraphernal or conjugal property, nor when or how the same came into the co-ownership of Mayor Joselito and his wife, Dulce together with the latter's brother, Apolinar. Nevertheless, manifest from the terms of the Waiver/Quitclaim is the clear and unequivocal intention of Mayor Joselito's wife, Dulce to relinquish and waive her rights over the foregoing property in favor of her brother, Apolinar.

Quitclaims, being contracts of waiver, involve the relinquishment of rights, with knowledge of their existence and intent to relinquish them.<sup>86</sup> A waiver to be valid and effective must, in the first place, be couched in clear and unequivocal terms which leave no doubt as to the intention of a party to give up a right or benefit which legally pertains to him.<sup>87</sup> Thus, when the only proof of intent is the act of a party, such act should be manifestly consistent and indicative of an intent to voluntarily relinquish a particular right such that no other reasonable explanation of his or her conduct is possible.<sup>88</sup>

However, a mere waiver of rights is not an effective mode of transferring ownership under our Civil Code.<sup>89</sup> Under Article 712<sup>90</sup> of the Civil Code, the modes of acquiring ownership are generally classified into two classes, namely, the original mode (*i.e.*, through occupation, acquisitive prescription, law, or intellectual creation), and the derivative mode (*i.e.*, through succession *mortis causa* or tradition as a result of certain contracts, such as sale, barter, donation, assignment, or *mutuum*)<sup>91</sup>

In this case, the Waiver/Quitclaim partakes the nature of a donation.

In order that a donation of an immovable property be valid, the following elements must be present: (a) the essential reduction of the patrimony of the donor; (b) the increase in the patrimony of the donee; (c) the intent to do an act of liberality or *animus donandi*; (d) the donation must be contained in a public document; and (e) that the acceptance thereof be made in the same deed or in a separate public instrument; if acceptance is made in a separate instrument, the donor must be notified thereof in an authentic form, to be noted in both instruments.<sup>92</sup>

---

<sup>86</sup> *Maestrado v. Court of Appeals*, 384 Phil. 418, 433-434 (2000).

<sup>87</sup> *Thomson v. Court of Appeals*, 358 Phil. 761, 778 (1998).

<sup>88</sup> *Id.*

<sup>89</sup> *Heirs of Peñaflor v. Heirs of Dela Cruz*, 816 Phil. 324, 340 (2017).

<sup>90</sup> Article 712 of THE CIVIL CODE states:

Ownership is acquired by occupation and by intellectual creation.

Ownership and other real rights over property are acquired and transmitted by law, by donation, by estate and intestate succession, and in consequence of certain contracts, by tradition.

They may also be acquired by means of prescription.

<sup>91</sup> *Supra* note 89; and *Acap v. Court of Appeals*, 321 Phil. 381, 390 (1995).

<sup>92</sup> *Heirs of Florencio v. Heirs of De Leon*, 469 Phil. 459, 474 (2000).

Q

We find the foregoing elements present in the instant case. A reading of the terms and conditions of the Waiver/Quitclaim shows that Dulce freely and voluntarily relinquished and waived her rights and interests over the subject property in favor of her brother, Apolinar without any material or valuable consideration. Moreover, the Waiver/Quitclaim was contained in a public document, having been acknowledged before a Notary Public. In addition, Apolinar's acceptance is shown by his signature on the same instrument executed by Dulce.

At issue now would be whether or not, Joselito's consent is necessary to give validity to the donation made by Dulce to her brother Apolinar.

However, a circumspect reading of the submission of the parties shows that, neither party have alleged nor proven the character of the foregoing property, either as paraphernal or conjugal. There is likewise a dearth of information as to when and how the property was acquired by Joselito and his wife, together with Apolinar as would indicate its character. The reason being is that, should the said property be conjugal, then the consent of Joselito is necessary.

A donation made by the spouse, without the consent of the other spouse, would be subject to attack as a fraudulent alienation, or an alienation impairing the interest of the wife in the conjugal partnership property.<sup>93</sup>

In this case, it is not for the Court to divine the factual circumstances surrounding Joselito and his wife, Dulce's acquisition of the subject property.

Given the foregoing, Joselito had sufficient basis and justification to exclude the foregoing property from his SALN given that his wife, Dulce had already waived her rights over the same and effectively donated and transferred ownership thereof to her brother Apolinar, as early as 2002.

**D. *There is no substantial evidence to show that Joselito and his wife, Dulce did not divest their interests in Katigbak Enterprises.***

In addition to the declaration of assets, liabilities and net worth, public officials and employees are likewise required to declare their financial and business interests. The disclosure shall contain information on any existing interests in, or any existing connections with, any business enterprises or

---

<sup>93</sup> *Perez, Jr. v. Perez-Senerpida*, G.R. No. 233365, March 24, 2021.

J

entities, whether as proprietor, investor, promoter, partner, shareholder, officer, managing director, executive, creditor, lawyer, legal consultant or adviser, financial or business consultant, accountant, auditor, and the like, the names and addresses of the business enterprises or entities, the dates when such interests or connections were established, and such other details as will show the nature of the interests or connections.<sup>94</sup>

On the other hand, “Divestment” has been defined as the transfer of title or disposal of interest in property by voluntarily, completely and actually depriving or dispossessing oneself of his/ her right or title to it in favor of a person or persons other than his/ her spouse and relatives.<sup>95</sup> The requirement for public officers, in general, to divest themselves of business interests upon assumption of a public office is prompted by the need to avoid conflict of interests. In the absence of any showing that a business interest will result in a conflict of interest, divestment of the same is unnecessary.<sup>96</sup>

In this case, petitioner charges Joselito with the non-declaration of his ownership and interest in Katigbak Enterprises.<sup>97</sup> In his defense, Joselito counters that he and his wife, Dulce had already executed a Deed of Assignment dated January 10, 2006,<sup>98</sup> assigning and transferring their shares for valuable consideration to the following individuals: Myrna Recidocruz, Cynthia A. Ojeda, and Sylvia O. Palacol.<sup>99</sup>

However, petitioner attached a copy of the 2014 Annual Financial Statements (AFS) of Katigbak Enterprises which showed that Joselito remained as Chairman of the Board, while his wife Dulce, likewise remained as Chief Financial Officer, signing the AFS in their respective capacities.<sup>100</sup> Joselito justifies his inclusion in the 2014 AFS of Katigbak Enterprises, arguing that he held the position of Chairman in a holdover capacity since the corporation had not convened a shareholders meeting from 2007 to 2013, after he and his wife had assigned and transferred their shares.<sup>101</sup>

Culling from the submission of the parties, there is insufficient basis to conclude that during the subject years 2010 to 2013, Joselito and his wife, Dulce retained their interests and shares in Katigbak Enterprises.

---

<sup>94</sup> The Implementing Rules and Regulation of R.A. No. 6713, Rule VII, Section 1 (a) (2).

<sup>95</sup> R.A. No. 6713, Section 3(j).

<sup>96</sup> *Rabe v. Flores*, 338 Phil. 919, 929 (1997).

<sup>97</sup> *Rollo*, pp. 22-23.

<sup>98</sup> *Id.* at 587.

<sup>99</sup> *Id.* at 204.

<sup>100</sup> *Id.* at 252.

<sup>101</sup> *Id.* at 305.

Aside from Joselito's signature in the 2014 AFS, petitioner did not present any other evidence to show that he retained his shares or interests in Katigbak Enterprises in 2010 to 2013. Petitioner did not attach a copy of the General Information Sheet of Katigbak Enterprises for the years 2010 to 2013, nor any other documentary proof to show that during the years in question, Joselito retained his shares or interests in Katigbak Enterprises.

Neither did petitioner present any countervailing evidence to disprove the validity and existence of the Deed of Assignment wherein Joselito and his wife, Dulce ceded, assigned and transferred out their shares in Katigbak Enterprises.

Although Joselito's act of signing the 2014 AFS of Katigbak Enterprises, casts serious doubt as to the genuineness and validity of the Deed of Assignment, there is insufficient evidence for this Court to draw a conclusion that the deed is invalid or a simulated act. It is not the office of this Court to dabble in conjectures and surmises.

Thus, having assigned and transferred his shares to other persons, Mayor Joselito has no interest in Katigbak Enterprises to declare in his 2010-2013 SALNs.

**E. *It has not been shown that the vehicles were owned by Joselito.***

Anent petitioner's claims that the above-listed vehicles are owned by Joselito, no other proof was adduced other than his own bare allegation. Petitioner did not present any certification from the Land Transportation Office that the enumerated vehicles were registered in the name of Joselito, or his wife, Dulce.

Petitioner failed to present substantial evidence to prove that Joselito owned the subject vehicles and that he concealed or failed to declare the same in his 2010-2013 SALNs.

**F. *Joselito need not declare his son's assets and interests.***

Section 8 of R.A. No. 6713 explicitly states that the declaration made by a public officer or employee of his or her assets, liabilities, net worth and financial and business interests, shall likewise include those of their spouse and unmarried children under 18 years of age living in their households.

In this case, it is undisputed that Joselito's son, Jay Tito Ojeda II has already been married to a certain, Atty. Michelle Tesalona-Ojeda during the years in question, which excludes him from the declaration to be made by Joselito in his 2010-2013 SALNs.

**III. *The Ombudsman did not commit grave abuse of discretion in dismissing the criminal complaint against Joselito.***

A reading of Sections 7 and 8 of R.A. No. 3019 elucidates the rationale behind the submission of an accurate and detailed sworn SALN, which is to curb the accumulation or unlawful acquisition of property and/or money manifestly out of proportion to his or her salary and to his or her other lawful income, *i.e.*, "unexplained wealth." Moreover, R.A. No. 6713, behooves every government official or employee to accomplish and submit a sworn statement completely disclosing his or her assets, liabilities, net worth, and financial and business interests, including those of his or her spouse and unmarried children under 18 years of age living in their households, in order to suppress any questionable accumulation of wealth because the latter usually results from non-disclosure of such matters.<sup>102</sup>

Thus, every public official or government employee is required to make a complete disclosure of his or her assets, liabilities and net worth in order to suppress any questionable accumulation of wealth.<sup>103</sup> The purpose of the law on SALN disclosure is to suppress any questionable accumulation of wealth that usually results from the non-disclosure of such matters. Thus, it should be understood that what the law seeks to curtail is acquisition of unexplained wealth. Where the source of the undisclosed wealth can be properly accounted, then it is "explained wealth" which the law does not penalize.<sup>104</sup>

In this case, although Joselito failed to declare the parcels of land located in Barrio Ibabang Mayao, Lucena City and covered by TCT Nos. T-57936, T-65839, T-84285, and T-82483, in his 2010-2013 SALNs, We nevertheless hold that the Ombudsman did not commit grave abuse of discretion in dismissing the criminal complaint against him.

Notably, Joselito readily admitted that the foregoing properties were still registered in his name, however he justified their non-declaration alleging that they were already subject of a levy on execution as early as 2005, and that he had already lost beneficial ownership of the same. As earlier discussed,

---

<sup>102</sup> *Department of Finance-Revenue Integrity Protection Service v. Enerio*, G.R. No. 238630, May 12, 2021, citing *Daplas v. Department of Finance*, 808 Phil. 763, 771 (2017).

<sup>103</sup> *Office of the Ombudsman v. Racho*, 656 Phil. 148, 161 (2011).

<sup>104</sup> *Office of the Ombudsman v. Braña*, G.R. No. 238903, March 24, 2021.

4

although the properties were already subject of a levy on execution by virtue of a final and executory judgment in favor of BPI, nowhere in the records of the case does it show that the properties were subsequently subject of a sale on execution. Thus, they still remained to be properties of Joselito, which should have been declared in his 2010-2013 SALNs.

However, it has not been shown that the non-declaration of the parcels of land located in Barrio Ibabang Mayao, Lucena City and covered by TCT Nos. T-57936, T-65839, T-84285, and T-82483 was done with malicious or deliberate intent to conceal the truth. Joselito's omission was brought about by his incorrect interpretation and understanding of the legal effects of a levy on execution, and not due to any malicious or deliberate intent to conceal any "unexplained wealth."

In addition, clear from the titles of the foregoing property that they were registered in Joselito's name on various dates, as early as 1989 to 1996, or more than a decade before he assumed office as Mayor of Municipality of Mulanay, Quezon Province. It should be stressed that the evil sought to be prevented in requiring public officers and employees to submit an accurate and detailed sworn SALN, is the accumulation of "unexplained wealth" whether in their name or in the name of other persons and during their incumbency in public office. In this case, it appears that the foregoing properties which Joselito failed to declare in his 2010-2013 SALNs were acquired even prior to his assumption to office.

**WHEREFORE**, premises considered, the Petition for *Certiorari* dated October 27, 2017 is hereby **DENIED** for lack of merit.

**SO ORDERED.**



**SAMUEL H. GAERLAN**

Associate Justice

WE CONCUR:




**ALFREDO BENJAMIN S. CAGUIOA**

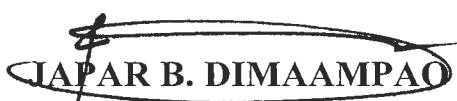
Associate Justice

Chairperson





**HENRI JEAN PAUL B. INTING**  
Associate Justice



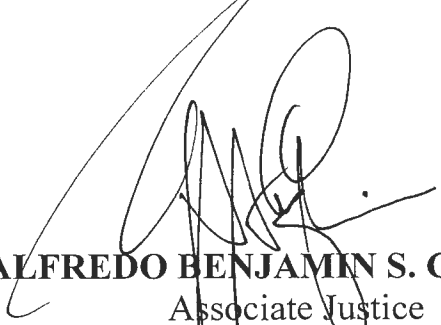
**JAPAR B. DIMAAMPAO**  
Associate Justice



**MARIA FILOMENA D. SINGH**  
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.

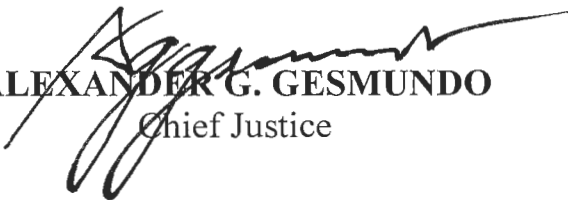


**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice  
Chairperson

4

## 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

4