



Republic of the Philippines  
**Supreme Court**  
Manila

**THIRD DIVISION**

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Third Division, issued a Resolution dated **November 8, 2023**, which reads as follows:*

**G.R. No. 258119 (PEOPLE OF THE PHILIPPINES, Plaintiff-appellee v. AMELIA R. DE PANO, ANGELITO A. RODRIGUEZ, NOEL G. JIMENEZ, and BERNARDO T. CAPISTRANO, Accused-appellants).** — After a review of the records of the case, as well as the assailed Decision,<sup>1</sup> dated June 11, 2021, of the Sandiganbayan in Criminal Case No. SB-11-CRM-0441, which found Amelia R. De Pano (**De Pano**), Angelito A. Rodriguez (**Rodriguez**), Noel G. Jimenez (**Jimenez**), and Bernardo T. Capistrano (**Capistrano**) [collectively, **the accused-appellants**] guilty beyond reasonable doubt of the crime of Falsification of Public Documents under Article 171(4) of the Revised Penal Code, the Court resolves to **DENY** the appeal of the accused-appellants for failure to sufficiently show that the Sandiganbayan committed a reversible error in convicting the accused-appellants.

*Public documents are admissible in evidence without further proof of their due execution and genuineness*

In her Brief,<sup>2</sup> De Pano alleged that the Sandiganbayan erred when it did not rule that the prosecution failed to properly authenticate her purported signature on the Certificate of Completion, dated February 20, 2004, in accordance with Section 22, Rule 132 of the 2019 Rules of Evidence.<sup>3</sup> Moreover, in their respective Briefs,<sup>4</sup> Jimenez and Rodriguez also assailed the due execution and genuineness of, among others, the Certificate of Completion, dated February 20, 2004.

The Court is not convinced. The signatures of the accused-appellants were affixed to the Certificate of Completion, which is a public document. It is

<sup>1</sup> *Rollo*, pp. 21–57. Penned by Associate Justice Efren N. Dela Cruz and concurred in by Associate Justices Geraldine Faith A. Econg and Edgardo M. Caldonga of the Sandiganbayan, First Division.

<sup>2</sup> *Id.* at 316–395.

<sup>3</sup> *Id.* at 321, Assignment of Errors.

<sup>4</sup> *Id.* at 181–281.

a settled rule that “a public document, by virtue of its official or sovereign character, or because it has been acknowledged before a notary public (except a notarial will) or a competent public official with the formalities required by law, or because it is a public record of a private writing authorized by law, is self-authenticating and requires no further authentication in order to be presented as evidence in court.”<sup>5</sup> Public documents are admissible in evidence even without further proof of their due execution and genuineness.<sup>6</sup>

The Certificate of Completion enjoys the presumption of its genuineness and due execution, in the absence of convincing proof of forgery. As a rule, forgery cannot be presumed and must be proved by clear, positive and convincing evidence, the burden of proof lies on the party alleging forgery. One who alleges forgery has the burden to establish his case by a preponderance of evidence, or evidence which is of greater weight or more convincing than that which is offered in opposition to it.<sup>7</sup>

In this case, it bears noting that none of the accused-appellants presented evidence to prove that the signatures appearing above their names on the Certificate of Completion were forged. Thus, contrary to De Pano’s assertions, cursory examination of the signatures is sufficient to convince the Sandiganbayan that the signatures were genuine because the presumption of authenticity of public documents lies.

As pointed out by the Sandiganbayan, the accused-appellants even admitted signing the Certificate of Completion, dated February 20, 2004, in their respective Counter-Affidavits filed before the Office of the Ombudsman, and only belatedly during the trial did they assert that they could not clearly recall signing the same.<sup>8</sup>

It is also worth noting that De Pano conveniently denied having any recollection of signing the Certificate of Completion, although she never refuted signing the disbursement voucher, which needs the Certificate of Completion as a supporting document before its issuance.

*All the elements of Falsification of Public Documents are present*

The accused-appellants were charged with violation of Article 171, paragraph 4 of the Revised Penal Code, which provides:

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<sup>5</sup> *Patula v. People*, 685 Phil. 376, 397 (2012). [Per J. Bersamin, First Division].

<sup>6</sup> *Rodriguez v. Your Own Home Development Corporation*, 838 Phil. 749, 769 (2018) [Per J. Leonen, Third Division].

<sup>7</sup> *Gepulle-Garbo v. Spouses Garabato*, 750 Phil. 846, 855 (2015) [Per J. Villarama, Third Division].

<sup>8</sup> *Rollo*, pp. 46–47, Sandiganbayan Decision.

ART. 171. Falsification by public officer, employee, or notary or ecclesiastical minister. - The penalty of prision mayor and a fine not to exceed 5,000 pesos shall be imposed upon any public officer, employee, or notary who, taking advantage of his official position, shall falsify a document by committing any of the following acts:

....

4. Making untruthful statements in a narration of facts; ....<sup>9</sup>

The elements of falsification under paragraph 4 of Article 171 of the Revised Penal Code are: (a) the offender makes in a public document untruthful statements in a narration of facts; (b) the offender has a legal obligation to disclose the truth of the facts narrated by him; and (c) the facts narrated by the offender are absolutely false.<sup>10</sup>

At the outset, the Court stresses that findings of fact of the Sandiganbayan, as a trial court, are accorded great weight and respect, especially on the assessment or appreciation of the testimonies of witnesses. This is more so when there is nothing to show that the ruling of the court was tainted with malice or bad faith. Hence, the findings of fact are binding and conclusive on the Court in the absence of a showing that they come under the established exceptions.<sup>11</sup>

In this case, the Court accords great weight to the findings of fact by the Sandiganbayan when it found that the accused-appellants took advantage of their official positions when they stated in the Certificate of Completion, dated February 20, 2004, that the mini-theatre project was 100% completed, when it was not so as of August 2004 and only 50.70% complete on November 24, 2004.

The fact that the accused-appellants all signed the Certificate of Completion despite being undated already constitutes sufficient evidence to prove that they knew of the falsity of the Certificate of Completion considering that the date indicated therein is material given the nature of the document itself. Otherwise stated, when they signed the Certificate of Completion, they are essentially certifying that the project was completed as of that date. Thus, when the accused-appellants consciously signed the undated Certificate of Completion, they already know of its falsity considering that there was even no completion date to certify.

Moreover, they had the legal obligation to disclose the truth since it was the Certificate of Completion which will trigger the release of the payment to

<sup>9</sup> REVISED PENAL CODE, Art. 171.

<sup>10</sup> *Corpuz v. People*, 800 Phil. 781, 797-798 (2016) [Per J. Perez, Third Division].

<sup>11</sup> *People v. Gelacio*, G.R. Nos. 250951 and 250958, August 10, 2022 [Per C.J. Gesmundo, First Division].

V.F. Construction. A perusal of the Agreement<sup>12</sup> between V.F. Construction and the Provincial Government of Bataan provides:

2. The contractor agrees and binds itself to fully and faithfully provide for its accounts, all labor, materials and equipment machines, tools and all other instruments necessary to finish and complete the work.

The work called for under this contract shall be completed within \_\_\_\_\_ (\_\_\_\_\_) calendar days commencing on the date of receipt by the contractor of the formal Notice to Proceed.

....

4. **Time is an essential feature of this contract.** In the event that contractor fails to complete the contract within the stipulated time exclusive of any granted extension of time, the contractor shall pay the owner as liquidation (sic) damages for each calendar day an amount equivalent to 1/10 of 1% of the total cost of the unaccomplished portion of the scope of work.

....

7. The OWNER will pay the CONTRACTOR for the value of the work completed including that of cost of materials delivered, installed and tested or checked if testing is required, less 10% percent retention, preferably, on a 30%-40%-30% (Percentage of Completion) program billing **until the completion of the contract.** (Emphasis supplied)

While the Agreement left the completion date blank, the corresponding Notice to Proceed<sup>13</sup> provides that the project should be completed within ninety (90) calendar days and its completion was their primary consideration. Thus, it is inherent in the nature of a Certificate of Completion that there is a legal obligation on the part of the accused-appellants to truthfully disclose the facts stated therein since it is the document that will be relied upon, not only for the release of the payment, but also to check if the contract, which has the force and effect of law between the parties, has been complied with. Relevantly, the Certificate of Completion itself even provides that “[t]his certification is issued upon the request of the contractor for collection purposes.”

<sup>12</sup> Sandiganbayan Records (Vol. I), pp. 30–33.

<sup>13</sup> Sandiganbayan Records (Vol. III), p. 58.

Moreover, the duties and responsibilities of engineers<sup>14</sup> and architects<sup>15</sup> under the Local Government Code demand that they are to advise and assist the governor in the implementation of projects in the province. Clearly, the legal obligation to truthfully disclose the facts in the Certificate of Completion is inherent in the nature and purpose of said Certificate as part of the duties of herein accused-appellants, as then Provincial Engineer, Assistant Provincial Engineer, Field Engineer IV and Architect III of the Province of Bataan.

The prosecution witnesses satisfactorily established the fact that as of August 2004, the construction of the mini-theatre project was in fact still not complete and only 50.70% complete on November 24, 2004, rendering the Certificate of Completion issued and signed by the accused-appellants absolutely false.

The prosecution presented witnesses who personally conducted inspections of the mini-theatre. Evidently, the witnesses could readily see that the construction was not 100% completed by mere ocular inspection. The witnesses testified based on their personal knowledge and official findings.

Moreover, the Commission on Audit (COA) conducted its own independent audit inspection. As testified by Fernando and Padilla, the mini-theatre was only 50.70% completed at the time of Fernando's ocular inspection on November 24, 2004.<sup>16</sup> Timbol identified the originals of the documents to support the COA findings.<sup>17</sup>

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<sup>14</sup> LOCAL GOVERNMENT CODE, sec. 477 (b) provides:

(b) The engineer shall take charge of the engineering office and shall:

(1) Initiate, review and recommend changes in policies and objectives, plans and programs, techniques, procedures and practices in infrastructure development and public works in general of the local government unit concerned;

(2) Advise the governor or mayor, as the case may be, on infrastructure, public works, and other engineering matters;

(3) Administer, coordinate, supervise, and control the construction, maintenance, improvement, and repair of roads, bridges, and other engineering and public works projects of the local government unit concerned;

(4) Provide engineering services to the local government unit concerned, including investigation and survey, engineering designs, feasibility studies, and project management;

(5) In the case of the provincial engineer, exercise technical supervision over all engineering offices of component cities and municipalities; ....

<sup>15</sup> LOCAL GOVERNMENT CODE, sec. 485 (b) provides:

(b) The architect shall take charge of the office on architectural planning and design and shall:

(1) Formulate measures for the consideration of the sanggunian and provide technical assistance and support to the governor or mayor, as the case may be, in carrying out measures to ensure the delivery of basic services and provision of adequate facilities relative to architectural planning and design as provided for under Section 17 of this Code;

(2) Develop plans and strategies and upon approval thereof by the governor or mayor, as the case may be, implement the same, particularly those which have to do with architectural planning and design programs and projects which the governor or mayor is empowered to implement and which the sanggunian is empowered to provide for under this Code;

<sup>16</sup> *Id.* at 25, Sandiganbayan Decision.

<sup>17</sup> *Id.* at 31, Sandiganbayan Decision.

As held in the case of *Jaca v. People*:<sup>18</sup>

Most importantly, the COA's findings are accorded great weight and respect, unless they are clearly shown to be tainted with grave abuse of discretion; the COA is the agency specifically given the power, authority and duty to examine, audit and settle all accounts pertaining to the revenue and receipts of, and expenditures or uses of fund and property owned by or pertaining to, the government. It has the exclusive authority to define the scope of its audit and examination, and to establish the required techniques and methods. An audit is conducted to determine whether the amounts allotted for certain expenditures were spent wisely, in keeping with official guidelines and regulations. Under the Rules on Evidence and considering the COA's expertise on the matter, the presumption is that official duty has been regularly performed unless there is evidence to the contrary.<sup>19</sup>

Thus, the Sandiganbayan did not err in according great weight to the testimonies of Fernando, Padilla, and Timbol, as they enjoy the presumption of regularity of their official duties and considering that such testimonies were buttressed by the pertinent reports and findings.

Insofar as De Pano's assertions that she did not take advantage of her official position when she signed the Certificate of Completion,<sup>20</sup> the evidence proves otherwise.

In falsification of public document, the offender is considered to have taken advantage of his official position when (1) he has the duty to make or prepare or otherwise to intervene in the preparation of a document, or (2) he has the official custody of the document which he falsifies.<sup>21</sup>

The accused-appellants had the duty to intervene in the preparation of the Certificate of Completion because without their signatures, the payment to V.F. Construction would not have been released and the government would not have been prejudiced.

*The Arias doctrine is inapplicable in this case*

De Pano, Rodriguez, and Jimenez cannot invoke the *Arias* doctrine<sup>22</sup> in their defense. Rodriguez and Jimenez cannot be classified as heads of office and

<sup>18</sup> 702 Phil. 210 (2013) [Per J. Brion, Second Division].

<sup>19</sup> *Id.* at 244.

<sup>20</sup> *Rollo*, pp. 383–385, Appellant's Brief of Amelia R. De Pano.

<sup>21</sup> *Galeos v. People*, 657 Phil. 500, 521 (2011) [Per J. Villarama, Third Division].

<sup>22</sup> *Arias v. Sandiganbayan*, 259 Phil. 794 (1989) [Per J. Gutierrez, En Banc].

even assuming that they are, the doctrine is still inapplicable because as testified to by prosecution witness Padilla, and even observed by Jimenez and Rodriguez in their testimonies, the “February 20, 2004” dates on the Accomplishment Report and the Certificate of Completion were typewritten and not printed like the rest of the documents.

There can be no explanation for the typewritten dates other than the fact that the “February 20, 2004” dates were only inserted in the documents, giving credence to Capistrano’s testimony that the Certificate of Completion and Accomplishment Report were undated when De Pano approached him to sign the same.

The accused-appellants who must be presumed to have familiarity with such documents acquired in the course of their employment should have been alarmed when they were presented with an undated Certificate of Completion. They cannot now invoke the *Arias* doctrine and assert that they merely relied on their subordinates because the fact that the Certificate of Completion was undated should have prompted them to exert more diligence and prudence before signing the same.

Where there are circumstances that should have alerted heads of offices to exercise more diligence in the performance of their duties, they cannot escape liability by claiming that they relied in good faith on the submissions of their subordinates.<sup>23</sup>

*The accused-appellants acted in concert  
with one another*

Furthermore, the Court has no reason to doubt the Sandiganbayan’s reliance on the testimony of Capistrano when he testified that De Pano was the one who approached him and insisted that he sign the then undated Certificate of Completion.

This Court cannot give credence to De Pano’s bare and self-serving denial that she never signed ahead of her subordinates supposedly because the procedural workflow is strictly followed. This is especially true when defense witness De Jesus herself testified that not everything written in the procedural workflow was actually followed by them in practice. Hence, De Pano cannot rely on the existence of the procedural workflow alone to guarantee to the Court that they never deviated from the routing procedure. Evidence must always be fact-based.

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<sup>23</sup> *Escobar v. People*, 820 Phil. 956, 987 (2017) [Per J. Leonen, Third Division].

Relatedly, as discussed above, the signatures of Jimenez and Rodriguez appearing on the Certificate of Completion were never proven to be forgeries, which leaves the conclusion that they willfully and deliberately signed the Certificate of Completion, although it was irregular on its face and contained an absolute falsehood.

An accepted badge of conspiracy is when the accused by their acts aimed at the same object, one performing one part and another performing another so as to complete it with a view to the attainment of the same object, and their acts though apparently independent were in fact concerted and cooperative, indicating closeness of personal association, concerted action and concurrence of sentiments.<sup>24</sup>

Hence, the prosecution clearly demonstrated the accused-appellants' willful cooperation in signing and issuing the Certificate of Completion, dated February 20, 2004, notwithstanding its falsehood.

Gleaned from the foregoing facts, the Court is swayed to agree with the Sandiganbayan that the accused-appellants acted in concert with one another with the same end goal of prematurely triggering the release of the payment to V.F. Construction. Since the prosecution has established conspiracy among the accused-appellants, the Sandiganbayan is correct in finding that it has jurisdiction over accused-appellants and over the offense charged.

The accused-appellants even tried to maintain their innocence by presenting evidence that the mini-theatre has been subsequently completed, and hence, they should not be convicted for the crime of falsification of public documents since the completion of the mini-theatre supposedly meant that there was no damage to the government. The accused-appellants are mistaken.

In a crime of falsification of a public document, the principal thing punished is the violation of public faith and the destruction of truth as therein solemnly proclaimed.<sup>25</sup> Thus, the subsequent completion of the mini-theatre project is immaterial since there is already a violation of public faith when the accused-appellants made it appear that the mini-theatre was completed on February 20, 2004, when in fact it was not.

*Good moral character of De Pano is irrelevant*

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<sup>24</sup> *People v. Serrano*, 634 Phil. 406, 417 (2010) [Per J. Leonardo-De Castro, First Division].

<sup>25</sup> *Cabang v. People*, 285 Phil. 875 (1992) [Per J. Gutierrez, Third Division].



De Pano, in her Brief,<sup>26</sup> also averred that the Sandiganbayan erred in not considering evidence of her good moral character.

The Rules of Court provides that character evidence is not generally admissible except, among others, in criminal cases, where the accused may prove his good moral character which is pertinent to the moral trait involved in the offense charged.<sup>27</sup>

It is true that the good moral character of an accused having reference to the moral trait involved in the offense charged may be proven by him or her. But an accused is not entitled to an acquittal simply because of his or her good moral character and previous exemplary conduct if the Court believes he or she is guilty beyond reasonable doubt of the crime charged.<sup>28</sup>

In this case, as discussed above, the Sandiganbayan sufficiently demonstrated the guilt of the accused-appellants, including De Pano, beyond reasonable doubt. Hence, the good moral character evidence presented is irrelevant.

*Affidavit of Desistance executed by  
private complainant is disfavored*

The accused-appellants also assert that the Sandiganbayan erred in not considering the Affidavit of Desistance executed by Governor Garcia.

The accused-appellants' reliance on the case of *Hon. Ombudsman Marcelo v. Bungubung*<sup>29</sup> (***Bungubung***) is misplaced. In *Bungubung*, the private complainant executed an affidavit of desistance explicitly stating that he fabricated the charges against the accused in the case. Such circumstance does not obtain in this case.

A perusal of the Affidavit<sup>30</sup> executed by Governor Garcia would show that he never explicitly stated that the allegations in his complaint were fabricated. He only expressed his loss of interest in pursuing the case since the top officials were exonerated and he believed they were not to blame. Thus, the general rule that affidavits of desistance are disfavored prevails.

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<sup>26</sup> *Rollo*, pp. 386–393.

<sup>27</sup> RULES OF COURT, Rule 130, sec. 51.

<sup>28</sup> *People v. Cerelegia*, 231 Phil. 488 (1987) [Per J. Melencio-Herrera, First Division].

<sup>29</sup> 575 Phil. 538 (2008) [Per J. Chico-Nazario, Third Division].

<sup>30</sup> Sandiganbayan Records (Vol. VI), p. 278.

*The constitutional rights to speedy trial and speedy disposition of cases were not violated*

Lastly, the accused-appellants also assert that their constitutional rights to speedy trial and speedy disposition of cases were violated when it took the Office of the Ombudsman six (6) years from the filing of the Complaint to the filing of the Information. This Court already exhaustively discussed and held in the case of *Republic v. Sandiganbayan and Roman*<sup>31</sup> (*Roman*), a case that stemmed from the same complaint:

While the Constitution guarantees the right of the accused to speedy disposition of cases, this constitutional right is not a magical invocation which can be cunningly used by the accused for his or her advantage. This right is not a last line of remedy when accused find themselves on the losing end of the proceedings. The State's duty to prosecute cases is just as equally important and cannot be disregarded at the whim of the accused, especially when it appears that the alleged violation was raised as a mere afterthought.<sup>32</sup>

In this case, as in the case of *Roman*, Jimenez, and Rodriguez only raised the alleged violation of their constitutional rights to speedy trial and speedy disposition of cases when they already lost their case and were already indicted for the crime charged.

Relevantly, this Court already held in *Roman* that in any case, the period from the filing of the Complaint, to the conduct of the preliminary investigation, and up to the filing of the Information, was not attended or characterized by inordinate delay. There was nothing vexatious, capricious, and oppressive which would warrant the outright dismissal of the case.<sup>33</sup>

In all, the Sandiganbayan did not commit a reversible error in finding the accused-appellants guilty beyond reasonable doubt of the crime of Falsification of Public Documents.

**WHEREFORE**, the appeal is **DENIED**. The Decision, dated June 11, 2021, of the Sandiganbayan in Criminal Case No. SB-11-CRM-0441 is **AFFIRMED**.

The Court finds accused-appellants Amelia R. De Pano, Angelito A. Rodriguez, Noel G. Jimenez, and Bernardo T. Capistrano **GUILTY** beyond reasonable doubt of the crime of Falsification of Public Documents under Article 171(4) of the Revised Penal Code, and they are sentenced to suffer the indeterminate penalty of imprisonment of two (2) years, four (4) months and one

<sup>31</sup> 871 Phil. 390 (2020) [Per J. Leonen, Third Division].

<sup>32</sup> *Id.* at 426.

<sup>33</sup> *Id.* at 426-427.

(1) day of *prision correccional*, as minimum, to eight (8) years and one (1) day of *prision mayor*, as maximum, and to pay a fine of Two Thousand Pesos (PHP 2,000.00) each.

Amelia R. De Pano, Angelito A. Rodriguez, Noel G. Jimenez, and Bernardo T. Capistrano are ordered to pay, jointly and severally, the Province of Bataan the sum of PHP 1,655,318.88, representing the damage it sustained as a result of their acts.

**SO ORDERED.** (*Dimaampao, J., on official leave.*)

By authority of the Court:

*Misael Domingo C. Battung III*  
**MISAELO DOMINGO C. BATTUNG III**  
*Division Clerk of Court*

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