



Republic of the Philippines  
**Supreme Court**  
Manila

SECOND DIVISION

OFFICE OF THE OMBUDSMAN,  
Petitioner,

G.R. No. 212293

Present:

- versus -

PERALTA, C.J., *Chairperson*,  
CAGUIOA, *Working Chairperson*,  
REYES, J. JR.,  
LAZARO-JAVIER, and  
LOPEZ, JJ.

P/C SUPT. LUIS L. SALIGUMBA,  
Respondent.

Promulgated:

JUN 15 2020

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DECISION

REYES, J. JR., J.:

Assailed in this Petition for Review on *Certiorari* are the Decision<sup>1</sup> dated October 23, 2013 and Resolution<sup>2</sup> dated April 23, 2014 of the Court of Appeals (CA) in CA-G.R. SP No. 127885, exonerating P/C Supt. Luis Saligumba (respondent) from the administrative charges filed against him.

Relevant Antecedents

Devoid of the non-essentials, the facts of the case are as follows:

The subject of the controversy is the procurement of three Light Police Operation Helicopters (LPOH) by the Philippine National Police (PNP) as part of its modernization program included in the Annual

<sup>1</sup> Penned by Associate Justice Magdangal M. De Leon, with Associate Justices Stephen C. Cruz and Myra Garcia-Fernandez, concurring; *rollo*, pp. 30-64.

<sup>2</sup> *Id.* at 66-69.

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Procurement Plan (APP) for calendar year (CY) 2008 with the approved budget for a contract (ABC) of ₱105,000,000.00.<sup>3</sup>

After several revisions, Resolution No. 2008-260<sup>4</sup> (Prescribing the Standard Specification for Light Police Operational Helicopters) was issued by the National Police Commission (NAPOLCOM). The following specifications were stated:

<b>Specifications</b>	
Power Plant	Piston
Power Rating	200 HP (minimum)
Speed	100 knots (minimum)
Range	300 miles (minimum)
Endurance	3 hours (minimum)
Service Ceiling (Min. Height Capability)	14,000 feet (maximum)
T/O Gross Weight	2,600 lbs. (maximum)
Seating Capacity	1 pilot + 3 pax (max.)
Ventilating System	Air-conditioned <sup>5</sup>
AIRCRAFT INSTRUMENTS	Standard to include Directional Gyro Above Horizon with Slip Skid Indicator and Vertical Compass

<b>STANDARD POLICE EQUIPMENT</b>
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a. Fold Down Monitor Mount;
b. Digital Recorder;
c. Searchlight, 15-29 million candlepower;
d. Dual Audio Controller;
e. Nine (9) Memory Channel, Cyclic Grip Control;
f. GPS (Moving Map, Colored);
g. Transponder with Remote Mode C Altitude Encoder;
h. PA System and Siren (100 Watts);
i. Two (2) David Clark H10-13 Headsets;
j. FSI Ultra 8000 Infrared (10x continuous zoom, In SB Infrared Sensor and 18x continuous zoom, colored TV camera, Gyrostabilised Monitor 10.4 inch, Sunlight Readable Color, LCD Active Matrix TFT);
k. Expanded Landing Gear;
l. Bubble Windows, Both Forward Doors;
m. Transmit and Intercom Floor Switches, Observer Side;
n. Observer Overhead Light, Foot Activated;
o. HID Landing Lights;

<sup>3</sup> Id. at 37.

<sup>4</sup> Id. at 185.

<sup>5</sup> Id. at 9-10.

p. 130-Ampere Alternator;
q. Slave System, Searchlight to Nose Gymbal; and
r. Real Time Transmission Downlink (optional).

On the basis of said specifications, the PNP National Headquarters-Bids and Awards Committee (NHQ-BAC) scheduled a public bidding for the procurement of three LPOHs on August 27, 2008. However, the same was deferred because of the information received by the office that the budget of ₱105,000,000.00 or ₱35,000,000.00 for each unit was insufficient as the police equipment and accessories included in the technical specifications were equally expensive.<sup>6</sup>

To address such problem, the following schemes were adopted: (a) to join together two sets of aircraft that the PNP is scheduled to procure, *i.e.*, three units of rotary aircraft under the second Addendum for APP 2007 with an ABC of ₱111,000,000.00 and the other three units of LPOHs under the PNP Modernization Program with an ABC of ₱105,000,000.00 to be bid out as a single lot with a modified ABC of ₱216,000,000.00; and (b) only three out of six helicopters to be procured would be equipped with police operational equipment as required under NAPOLCOM Resolution No. 2008-260, and the other three to be delivered as basic or bare units.<sup>7</sup>

A public bidding then ensued. Two bidders, Manila Aerospace and Aerotech Industries, bought their respective bid documents. However, none of them submitted eligibility requirements. Hence, a failure of bidding was declared.<sup>8</sup>

On March 18, 2009, Hilario de Vera (de Vera) of Manila Aerospace Products Trading (MAPTRA) Sole Proprietorship approached Archibald Po (Po) and Renato M. Sia (Sia) for a possibility of buying Robinsons Helicopters, to which the latter replied that four units, owned by then First Gentleman Atty. Jose Miguel Arroyo (FG Arroyo), were immediately available.<sup>9</sup> After a series of negotiations, the sale of three helicopters, two of which are pre-owned and one brand new, proceeded.<sup>10</sup>

On May 8, 2009, the Negotiations Committee of the PNP held negotiations with MAPTRA which proposed to deliver one fully-equipped and two standard helicopters for ₱105,000,000.00; and Beeline which proposed the delivery of two standard helicopters for ₱119,000,000.00. However, as the proposals were non-compliant with the PNP's minimum requirement of three equipped LPOHs, the negotiations failed.<sup>11</sup>

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<sup>6</sup> Id. at 39-40.

<sup>7</sup> Id. at 40.

<sup>8</sup> Id.

<sup>9</sup> Id.

<sup>10</sup> Id.

<sup>11</sup> Id.

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The persistent failed biddings prompted SAF Director Leocadio Santiago, Jr. to request the procurement of at least one equipped LPOH and two standard LPOHs. PDIR Luizo Ticman (Ticman) indorsed said request to the PNP NHQ-BAC. In turn, the latter issued a BAC Resolution No. 2009-22 dated May 29, 2009 which recommended the procurement of at least one equipped and two units of standard LPOH.<sup>12</sup>

On June 8, 2009, Ticman issued a Request for Quotation (RFQ) stating that the PNP, through its Negotiation Committee, shall procure through negotiated procurement pursuant to Section 53(b) of the Implementing Rules and Regulations of Republic Act (R.A.) No. 9184 from legally, technically, and financially competent and PhilGEPS-registered suppliers and manufacturers for the supply and delivery of one fully equipped and two standard LPOHs with an ABC of ₱105,000,000.00<sup>13</sup>

In the meantime, a Certificate of Incorporation was issued by the Securities and Exchange Commission in favor of Manila Aerospace Products Trading Corporation (MAPTRA Corporation).<sup>14</sup>

On June 15, 2009, a scheduled negotiation proceeded, which resulted in the award of the contract to MAPTRA Sole Proprietorship (hereafter referred to as MAPTRA). In Resolution 2009-4, it stated that the proposal of MAPTRA was acceptable because the helicopter that they would deliver were consistent with the approved specifications; the total price quoted was within the ABC; and MAPTRA was a legally, technically and financially capable supplier of helicopters.<sup>15</sup>

Resolution No. 2009-36 dated July 9, 2009 affirmed the recommendation of the Negotiation Committee to endorse to the PNP Chief the award of the supply contract to MAPTRA. The same was approved by then PNP Chief Jesus Versoza.<sup>16</sup>

Thus, a Supply Contract was entered into between the PNP and MAPTRA whereby the latter obligated itself to deliver to the former one fully-equipped and two standard LPOHs, while the former obligated itself to pay ₱104,985,000.00 as consideration therefor. Accordingly, a Certification under Oath, which states among others, that the helicopters subject of the contract are brand new, was executed by de Vera.<sup>17</sup>

Purchase Order No. 0(M)220909-017 dated September 22, 2009, ordering MAPTRA to deliver two standard and one fully-equipped helicopters, was issued.<sup>18</sup>

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<sup>12</sup> Id. at 41.

<sup>13</sup> Id. at 42.

<sup>14</sup> Id.

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

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

<sup>17</sup> Id.

<sup>18</sup> Id.

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Upon delivery of the two standard helicopters by MAPTRA, the team of inspectors was tasked to examine the same and to determine if they conformed to the specifications of the PNP. On the other hand, the task of accepting procured helicopters belonged to the Inspection and Acceptance Committee (IAC), to which respondent belonged as a member.<sup>19</sup>

Consequently, Weapons and Tactics and Communications Division (WTCD) Report No. T2009-04A<sup>20</sup> was issued. Among those who signed the report was herein respondent. Said Report stated that the method of inspection was through “visual and functional” and the specifications of said helicopters, to wit:

<b>PNP Specifications for Light Police Operational Helicopter</b>	<b>Specifications of Robinson 44 Raven 1 Helicopter</b>	<b>Remark(s)</b>
<b>Power Plant:</b> Piston	Piston-type	Conforming
<b>Power Rating:</b> 200 hp (minimum)	225	Conforming
<b>Speed:</b> 100 knots (minimum)	113 knots	Conforming
<b>Range:</b> 300 miles (minimum)	400 miles	Conforming
<b>Endurance:</b> 3 hours (minimum)	No available data	Conforming
<b>Service Ceiling (Height Capability):</b> 14,000 feet (maximum)	14,000 feet	Conforming
<b>T/O Gross Weight:</b> 2,600 lbs (maximum)	2,400 lbs	Conforming
<b>Seating Capacity:</b> 1 Pilot + 3 pax (maximum)	1 pilot + 3 passengers	Conforming
<b>Ventilating System:</b> Air-conditioned	Not airconditioned	Standard helicopter
<b>Aircraft Instruments:</b> Standard to Include Directional Gyro Above Horizon with Slip Skid Indicator and Vertical Compass	Equipped with Directional Gyro Above Horizon with Slip Skid Indicator and Vertical Compass	Conforming
<b>Colors and Markings:</b> White with appropriate markings specified in NAPOLCOM Res No. 99-002 dated January 5, 1999 (Approving the Standard Color and Markings for PNP Motor Vehicles, Seacraft and Aircraft)	White with appropriate markings as specified in NAPOLCOM Res. No. 99-002	Conforming
<b>Warranty:</b> The supplier	The supplier will	Indicated in

<sup>19</sup> Id. at 129.

<sup>20</sup> Id. at 237-238.

warrants any defect in material and workmanship within the most advantageous terms and conditions in favor of the government.	warrants (sic) any defect in material and workmanship within the most advantageous terms and conditions in favor of the government for two (2) years	the contract (To include time-change parts as suggested by DRD Test and Evaluation Board)
<b>Requirements:</b> Maintenance Manual Operational Manual	Provided Provided	Conforming Conforming

On November 11, 2009, the PNP IAC Committee issued Resolution No. IAC-09-045, stating, among others that it found the items to be in conformity with the approved specifications and passed the acceptance criteria.<sup>21</sup>

After several resolutions approving the sale, MAPTRA Corporation was paid by the PNP in the amount of ₱49,680,401.80 for the sale of two standard helicopters.<sup>22</sup> Thereafter, one fully-equipped helicopter was delivered to the PNP. The same was paid in the amount of ₱42,312,913.10.<sup>23</sup>

The purchase of the helicopters, however, prompted the Field Investigation Office to file a Complaint before the Office of the Ombudsman (Ombudsman) anent several irregularities which surrounded the sale. The Complaint specifically alleged that respondent, *et al.* committed a violation of Section 3, paragraphs (e) and (g) of Republic Act (R.A.) No. 3019 in relation to R.A. No. 9184, Falsification by Public Officers under Article 171, paragraphs 2 and 4 under the Revised Penal Code and administrative offenses, namely: dishonesty, gross neglect of duty and conduct prejudicial to the best interest of service.<sup>24</sup>

In a Resolution<sup>25</sup> dated May 30, 2012, the Ombudsman found the respondent, *et al.* guilty of serious dishonesty and conduct prejudicial to the best interest of the service and dismissed them from the service or if not feasible, it imposed the penalty of fine equivalent to their one year salary, among others. The Ombudsman ratiocinated that respondent, together with his co-respondents, conspired with one another to falsify public documents, skirt procedures, circumvent rules, and defraud the government while in the exercise of their respective public duties.

Respondent filed a Motion for Reconsideration, which was denied in a Resolution dated November 5, 2012.

<sup>21</sup> Id. at 50-51.

<sup>22</sup> Id. at 51.

<sup>23</sup> Id. at 51-52.

<sup>24</sup> Id. at 73.

<sup>25</sup> Id. at 70-212.

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Seeking relief, respondent elevated the matter to the CA *via* an appeal. He asserted that the findings as to his administrative liability was bereft of basis for he had no reason to doubt the regularity of the documents there being no derogatory information regarding any defect or infirmity regarding the delivered helicopters, among others.<sup>26</sup>

In the assailed Decision<sup>27</sup> dated October 23, 2013, the CA reversed the decision of the Ombudsman and exonerated respondent from liability. Working on the premise that the main thrust of the complaint against respondent was his failure to determine that the helicopters were not in brand new condition, the CA maintained that respondent cannot be blamed for signing Resolution No. IAC-09-045 when those who were more knowledgeable regarding the helicopters recommended its approval. Thus, respondent cannot be made liable when he assumed that the composite technical inspection team regularly performed their official duty and acted in good faith. The *fallo* thereof reads:

**WHEREFORE**, the present petition for review under Rule 43, erroneously denominated as an appeal, is hereby **GRANTED**. Petitioner P/C Supt. Luis Saligumba is hereby **EXONERATED** from the administrative charges and ordered **REINSTATED** to the service.

**SO ORDERED.**

The Ombudsman, through the Office of the Solicitor General (OSG), filed a Motion for Reconsideration, which was denied in a Resolution<sup>28</sup> dated April 23, 2014.

Hence, this petition.

Essentially, the Ombudsman, through the OSG, contends that the respondent's act of affixing his signature in an evident and palpable irregular document, which is Resolution No. IAC-09-045 makes him administratively liable for serious dishonesty.<sup>29</sup>

In his Comment,<sup>30</sup> respondent insists on his innocence by reiterating that he acted in good faith when he relied on the recommendation of the experts in dealing with the helicopters.

### **The Court's Ruling**

While only questions of law may be raised in a Petition for Review on *Certiorari*, a review of the factual issues in this case is proper in view of the conflicting conclusions of the Ombudsman and the CA.

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<sup>26</sup> Id. at 55.

<sup>27</sup> Supra note 2.

<sup>28</sup> Supra note 3.

<sup>29</sup> Id. at 19.

<sup>30</sup> Id. at 241-247.

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**Dishonesty** has been defined as the **concealment or distortion of truth**, which shows lack of integrity or a disposition to defraud, cheat, deceive, or betray, or intent to violate the truth.<sup>31</sup>

CSC Resolution No. 06-0538 classified dishonesty may be as serious, less serious or simple. Serious misconduct, as charged against herein respondents, requires any of the following circumstances:

- (1) The dishonest act caused serious damage and grave prejudice to the Government;
- (2) The respondent gravely abused his authority in order to commit the dishonest act;
- (3) Where the respondent is an accountable officer, the dishonest act directly involves property, accountable forms or money for which he is directly accountable and the respondent shows an intent to commit material gain, graft and corruption;
- (4) The dishonest act exhibits moral depravity on the part of respondent;
- (5) The respondent employed fraud and/or falsification of official documents in the commission of the dishonest act related to his/her employment;
- (6) The dishonest act was committed several times or in various occasions;
- (7) The dishonest act involves a Civil Service examination irregularity or fake Civil Service eligibility such as, but not limited to impersonation, cheating and use of crib sheets;
- (8) Other analogous circumstances.

On the other hand, **conduct prejudicial to the best interest of service** deals with a demeanor of a public officer which tarnished the image and integrity of his/her public office.<sup>32</sup>

Only substantial evidence is required to sustain a finding of administrative liability.<sup>33</sup>

Contrary to the CA's ruling, the issue in this case does not merely pertain to petitioner's culpability in failing to determine the condition of the purchased helicopters as brand new. It is thus quite perplexing as to how the CA arrived at this conclusion when the May 30, 2012 Joint Resolution was categorical in declaring that respondent's administrative liability hinged on his concurrence that the helicopters passed the standards of the NAPOLCOM after inspection and evaluation when in fact, they did not, to wit:

On the part of respondents Piano, Saligumba, Antonio and Paatan, they stated in their Resolution No. IAC-09-045 that the Inspection Acceptance Committee found the items to be conforming to the specifications approved by NAPOLCOM and that the units passed the

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<sup>31</sup> *Fajardo v. Corral*, G.R. No. 212641, July 5, 2017.

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

<sup>33</sup> *Field Investigation Office v. P/Dir. Piano*, G.R. No. 215042, November 20, 2017.

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acceptance criteria as submitted by the DRD on WTCD Report No. T2009-04A. However, said statement is false because, as already stressed above, there is no showing in the Report that the endurance requirement and ventilation system prescription were conforming to the NAPOLCOM specifications. To stress in the WTCD Report cited, there was no compliance with the air-conditioning requirement and there was no entry at all with respect to the endurance requirement.<sup>34</sup>

Thus, the determination of petitioner's administrative liability must be examined based on his act of affixing his signature in Resolution No. IAC-09-045, which basically approved the purchase of helicopters which were found non-compliant with the guidelines of the PNP.

It is worth restating that respondent signed the aforementioned resolution in his capacity as the Executive Officer and member of the IAC. His assent thereto served as an "attestation" that the helicopters conformed with the guidelines and specifications set forth by the PNP.

It must be stressed that the IAC plays a vital role in the procurement process of the agency, since it has the responsibility of inspecting the deliveries to make sure that they conform to the quantity and the approved technical specifications in the supply contract and the purchase order and to accept or reject the same.<sup>35</sup> Simply put, the IAC is instrumental in the procurement process, without its approval, no consummated purchase of the helicopters could be made.

As previously identified, Resolution No. IAC-09-045 was issued to signify IAC's recommendation that the purchase of the helicopters, which conformed with the requirements set forth by NAPOLCOM, is consistent with the interest of the government:

**WHEREAS**, in accordance with paragraph 3-10, Chapter 3 of the NAPOLCOM-approved PNP Procurement Manual entitled Inspection and Acceptance Committee, it is stated that the Committee must properly inspect all deliveries of the PNP and must be consistent with the interest of the government.

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**WHEREAS**, after inspection and evaluation was conducted, the Committee found the said items to be conforming to the approved NAPOLCOM specifications and passed the acceptance criteria as submitted by DRD on **WTCD Resolution No. T2008-04A**.

**NOW, THEREFORE, BE RESOLVED AS IT IS HEREBY RESOLVED**, that the abovementioned items be accepted for use of the PNP. (Emphasis supplied)<sup>36</sup>

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<sup>34</sup> *Rollo*, p. 164.

<sup>35</sup> *Field Investigation Office v. P/Dir. Piano*, G.R. No. 215042, November 20, 2017.

<sup>36</sup> *Rollo*, p. 213.

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To reiterate, the above-mentioned WTCD Report No. T2009-04A has irregular entries on its face such that two items therein, *i.e.*, endurance and ventilating system, were equivocal as to their conformity with the approved technical specifications. Moreover, the requirement of the helicopters being brand new was nowhere indicated. Still, respondent, together with others, signed the same and confirmed the adherence of said helicopters with the criteria of the PNP despite such blatant irregularities in the Report.

Notably, respondent failed to make further inquiry on the condition of the helicopters. Merely seeking clarification on the remark “No available data” on the endurance and “Not airconditioned” on the Ventilating System does not exculpate him from liability. As member of the approving committee, mandated by law to inspect deliveries to the government and determine compliance therefor, respondent's responsibility does not end by mere attempt of inquiring as to any perceived irregularity of the transaction.

On this note, the Court finds that an expert in aircrafts is not necessary to identify that the facial irregularities of the entries in the aforementioned WTCD Report affects their compliance with the approved technical specifications. Nor can the respondents use the flimsy excuse of relying on his subordinates. Respondent cannot simply feign ignorance on the incongruities surrounding the procurement of the helicopters as the same were apparent, clear, and manifest. A mere cursory reading of the Report evinces one to conclude that the specifications of the helicopters are non-compliant. As in *Field Investigation Office v. Piano*,<sup>37</sup> which involves the same factual milieu, the Court found that WTCD Report No. T-2009-04-A already showed that the LPOHs did not fully conform to the NAPOLCOM standard specifications, and [Piano] and the Committee members [including herein respondent] need not be an expert on helicopters to understand the information written in the Report.

Indeed, the affixing of signatures by the committee members are not mere ceremonial acts but proofs of authenticity and marks of regularity.<sup>38</sup> Respondent's attestation that said helicopters “to be conforming to the approved NAPOLCOM specifications and passed the acceptance criteria,” thus, is an act of serious dishonesty, a deviation from what is true, regarding a matter when he is in the exercise of his duties. To stress the ruling of the Court in *Piano*,<sup>39</sup> the act of signing Resolution No. IAC-09-045 stating that the two LPOHs conformed to the NAPOLCOM specifications despite the lack of available data on endurance and were not air-conditioned, is a distortion of truth in a matter connected with the performance of his duties.

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<sup>37</sup> G.R. No. 215402, November 20, 2017.

<sup>38</sup> *Id.*

<sup>39</sup> *Id.*

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To be sure, only substantial evidence is required, not overwhelming or preponderant is required in determining a finding of administrative liability.<sup>40</sup>

Such act of accepting the helicopters, sealed by respondent and his co-respondents' signature, caused serious damage and grave prejudice to the government. Likewise, such act tarnished the image and integrity of the PNP, when it fully paid for helicopters which were subpar.

On this note, the Court stresses that the constitutional portrait that "all government officials and employees must at all times be accountable to the people, serve them with utmost responsibility, integrity, loyalty, efficiency; act with patriotism and justice, and lead modest lives"<sup>41</sup> is not an empty and meaningless mandate. It must be relentlessly observed by public officers who are tasked and expected to embody this dictum in the performance of their duties. A declaration of a public officers' administrative liability and the consequent disciplinary measure against them is sought for the improvement of the public service and preservation of the public's faith and confidence in the government.<sup>42</sup>

**WHEREFORE**, premises considered, the instant petition is hereby **GRANTED**. The Decision dated October 23, 2013 and the Resolution dated April 23, 2014 of the Court of Appeals in CA-G.R. SP No. 127885 are **REVERSED and SET ASIDE**. The May 30, 2012 Joint Resolution of the Office of the Ombudsman in OMB-C-A-11-0758-L is **REINSTATED**.

**SO ORDERED.**

  
**JOSE C. REYES, JR.**  
*Associate Justice*

**WE CONCUR:**

  
**DIOSDADO M. PERALTA**  
*Chief Justice*  
*Chairperson*

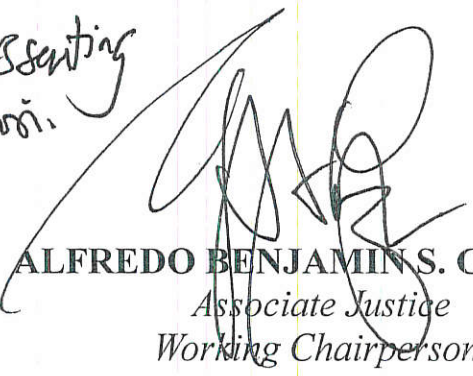
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<sup>40</sup> Id.

<sup>41</sup> 1987 CONSTITUTION, Article XI, Section 1.

<sup>42</sup> *Government Service Insurance System v. Manalo*, G.R. No. 208979, September 21, 2016.

*See Dissenting  
Opinion.*



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



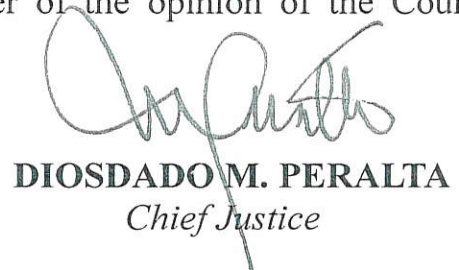
**AMY C. LAZARO-JAVIER**  
*Associate Justice*



**MARIO V. LOPEZ**  
*Associate Justice*

**CERTIFICATION**

Pursuant to Section 13, Article VIII of the Constitution, 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.



**DIOSDADO M. PERALTA**  
*Chief Justice*

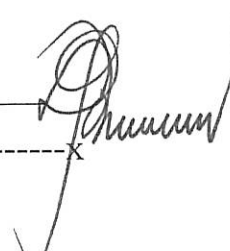
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FIRST DIVISION

G.R. No. 212293 – OFFICE OF THE OMBUDSMAN, *petitioner, versus*  
P/C SUPT. LUIS L. SALIGUMBA, *respondent.*

Promulgated:

JUN 15 2020



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DISSENTING OPINION

CAGUIOA, J.:

The *ponencia* reverses the Court of Appeals (CA) Decision in CA-G.R. SP No. 127885 and reinstates the Office of the Ombudsman (OMB) Joint Resolution in OMB-C-A-11-0758-L finding respondent Luis L. Saligumba (Saligumba) guilty of Serious Dishonesty and Conduct Prejudicial to the Best Interest of the Service.

To recall, the case arose from the so-called “chopper scam” that involved the procurement of second-hand light police operational helicopters (LPOHs) for use of the Philippine National Police (PNP).<sup>1</sup> During the time material to the case, Saligumba was a member of the Inspection and Acceptance Committee (IAC) and was a signatory to the IAC Resolution No. IAC-09-045.<sup>2</sup> Said IAC Resolution stated that the helicopters conformed with the approved NAPOLCOM specifications and passed the acceptance criteria as indicated in the Weapons and Tactics and Communications Division (WTCD) Report. The IAC Resolution also recommended the PNP’s acceptance of the LPOH units.<sup>3</sup>

In finding Saligumba administratively liable, the *ponencia* states:

As previously identified, Resolution No. IAC-09-045 was issued to signify IAC’s recommendation that the helicopters not only conformed with the requirements set forth, but also that the purchase of the same is consistent with the interest of the government, x x x:

x x x x

To reiterate, the mentioned WTCD Report No. T2009-04A has irregular entries on its face such that two items therein, *i.e.*, endurance and ventilating system, were equivocal as to their conformity with the approved technical specifications. Moreover, the requirement of the helicopters being brand new was nowhere indicated. Yet, respondent, together with others,

<sup>1</sup> *Ponencia*, pp. 1-2.

<sup>2</sup> *Id.* at 7.

<sup>3</sup> *Id.* at 9.



signed the same and confirmed the adherence of said helicopters with the criteria of the PNP.<sup>4</sup>

In support of its ruling, the *ponencia* cites the Court's pronouncement in *FIO v. Piano*,<sup>5</sup> a case involving the same factual backdrop, to wit:

It must be stressed that the IAC plays a vital role in the procurement process of the agency, since it has the responsibility of inspecting the deliveries to make sure they conform to the quantity and the approved technical specifications in the supply contract and the purchase order and to accept or reject the same. Simply put, the IAC is instrumental in the procurement process, without its approval, no consummated purchase of the helicopters could be made.<sup>6</sup>

Indeed, the Court in *Piano* ruled that it is the IAC that has the responsibility of inspecting the LPOHs to make sure that they conform to the NAPOLCOM specifications. This has been affirmed in *Lukban v. Ombudsman*,<sup>7</sup> which likewise involves the same factual antecedents. **However**, the Court's pronouncements in these cases regarding the role of the IAC should not be sweepingly applied to ascribe liability on any and all officials simply because they were part of the IAC. Mere membership in the IAC should not be automatically equated to administrative liability as regards the procurement of the LPOHs that turned out to be second-hand units. This is especially true in this case where certain undisputed facts contravene Saligumba's liability for serious dishonesty.

The *ponencia* maintains that Saligumba cannot feign ignorance on the incongruities surrounding the procurement of the helicopters as the same were apparent, and a mere cursory reading of the WTCD Report shows that the specifications of the LPOHs are non-compliant.<sup>8</sup> Moreover, the *ponencia* found that Saligumba failed to make further inquiry on the condition of the helicopters.<sup>9</sup>

These findings, however, are **belied** by the records of the case.

In particular, the following pronouncements in the CA Decision are worth considering:

In his *Reply*, petitioner cited the 1998 PNP Procurement Manual x x x explaining that whenever a member of the IAC is not familiar with the item delivered, the inspection will be referred to a technical committee for inspection and recommendation. He also stated, thus:

**9. The Report had some matters to be clarified on the portion 'endurance' which has a remark of 'no available data' and on the entry on Ventilating System that requires**

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<sup>4</sup> Id. at 9-10.

<sup>5</sup> 820 Phil. 1031 (2017).

<sup>6</sup> *Ponencia*, pp. 8-9.

<sup>7</sup> G.R. No. 238563, February 12, 2020.

<sup>8</sup> *Ponencia*, p. 9.

<sup>9</sup> Id. at 10.



the LPOHs be air-conditioned when the MAPTRA-supplied LPOHs are not air-conditioned, and with the remarks stating that they are ‘standard helicopters’;

10. Upon perusal of the report, Saligumba [noticed] the columns ‘endurance’ and ‘aircondition’. **Saligumba sought clarification of the report** and he was invited to the clarification made by PSupt. Balmaceda on a memo dated 02 October 2009 stating that ‘the subject helicopters were configured for police operations’ and that the helicopters ordered were ‘standard helicopters.’ Standard helicopters ordered by the PNP do not have airconditioning unit. Airconditioning unit is provided in a different model not ordered by the PNP.

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Indeed, **petitioner’s reliance on the recommendation made by the composite technical inspection team, as well as the Memorandum of Supt. Larry Balmaceda [who is a pilot], is justified. He acted in good faith when he opted to follow the lead of those who are in a better position to assess the condition of the helicopters, there being no personal or ill motive on his part.** We must point out that good faith is presumed. It is incumbent upon the Ombudsman to prove that the reliance made by petitioner on the recommendation of experts is tainted with bad faith.<sup>10</sup> (Emphasis supplied)

From the foregoing, there is merit to Saligumba’s claim of good faith. Contrary to the *ponencia*’s ruling,<sup>11</sup> Saligumba’s acts of adhering to the 1998 PNP Manual and thereby seeking clarification of the WTCD Report from the composite technical inspection team, and relying on its recommendation, negate any ill intent on his part.

It should be emphasized that dishonesty — like bad faith — is not simply bad judgment or negligence, but a question of intention.<sup>12</sup> It is characterized as the concealment or distortion of truth, which shows lack of integrity or a disposition to defraud, cheat, deceive, or betray and an intent to violate the truth.<sup>13</sup> Taking these into consideration, it is clear that Saligumba’s liability for serious dishonesty has not been proven.

In addition, contrary to the Ombudsman’s ruling, the existence of conspiracy was not sufficiently shown. While in its entirety, the Ombudsman’s factual findings tend to show a sequence of irregularities in the procurement of the helicopters, this does not in itself amount to a conspiracy between each and every person involved in the procurement process. For conspiracy to be appreciated, it must be clearly shown that there was a conscious design to commit an offense.<sup>14</sup>

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<sup>10</sup> *Rollo*, pp. 57-61.

<sup>11</sup> *Ponencia*, p. 10.

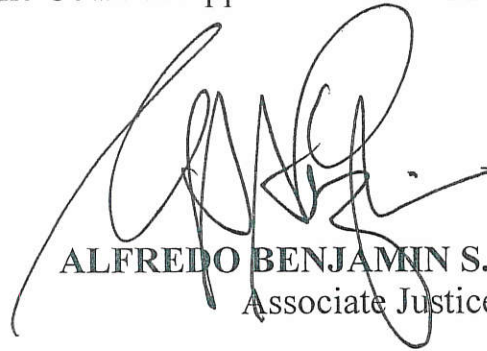
<sup>12</sup> *Sabio v. Field Investigation Office*, 825 Phil. 848, 859 (2018).

<sup>13</sup> *Alfornon v. Delos Santos*, 789 Phil. 462, 473 (2016).

<sup>14</sup> *PNP-CIDG v. Villafuerte*, G.R. Nos. 219771 & 219773, September 18, 2018, accessed at <<http://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/64554>>.



**IN VIEW THEREOF**, I vote to **DENY** the petition and **AFFIRM** the Decision and Resolution of the Court of Appeals in CA-G.R. SP No. 127885.



**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice

