

MALACAÑANG
Manila

BY THE PRESIDENT OF THE PHILIPPINES

ADMINISTRATIVE ORDER NO. 58

IMPOSING THE PENALTY OF DISMISSAL FROM THE SERVICE ON MR. DOMINADOR C. FERRER, JR., ADMINISTRATOR, INTRAMUROS ADMINISTRATION

This resolves the anonymous letter-complaint dated April 24, 1999, filed before the Presidential Commission Against Graft and Corruption, now the Presidential Anti-Graft Commission (PAGC), against Dominador C. Ferrer, Jr., Administrator, Intramuros Administration (IA), for contracting a loan of money from a person with whom his office has business relations.

The specifications of the charge against the respondent in the letter-complaint dated April 24, 1999, are set forth in the resolution-report of the PCAGC, as follows:

"That in connection with the celebration of the 20th Anniversary of the Intramuros Administration (IA), Mr. April "Boy" Regino was engaged to render a one-hour concert on April 11, 1999, x x x that in order to x x x promote the celebration, x x x three (3) media people were invited to attend x x x the ceremonial contract signing x x x between April "Boy" Regino and the Intramuros Administration, on April 9, 1999 x x x, that after the said press conference, respondent asked Ms. Gloria dela Cruz, x x x secretary-on detail x x x, if she still had a cash advance in her possession and having been answered in the negative, x x x directed Ms. Dela Cruz 'x x x to borrow the amount of P3,000.00 from x x x Eddie Eugenio x x x to give to certain media people, and that he will repay the same on Monday'; that as directed x x x Ms. Dela Cruz had Mr. Eddie Eugenio, who manages and operates the Fort Santiago Parking Area, called x x x on same day, Mr. Eddie Eugenio personally delivered to Ms. Dela Cruz in the Office of the IA Administrator "the amount of P3,000.00 x x x Ms. Dela Cruz "in turn delivered the same amount to Ms. S. Martinez-Ching, Chief, Tourism Marketing and Promotions Division, who was in the conference room at the time" x x x; that Ms. S. Martinez-Ching, having been "earlier apprised by Ms. Dela Cruz that the aforesaid amount of P3,000.00 was borrowed by Administrator Ferrer from Mr. Eduardo Eugenio x x x" and "in line with the suggestion earlier given to administrator Ferrer by Ms. Cecile Villareal of

DOT-OTI, x x x put the amount inside three (3) envelopes at P1,000.00 each and gave each envelope to the three (3) media men who were present during the contract-signing ceremony x x x; and that the following Monday, April 12, 1999, respondent "x x x paid the same amount from his own pocket, in violation of the provisions of Section 22(k), Rule XIV of the Omnibus Rules Implementing Book V of Executive Order No. 292, and other pertinent Civil Service Laws and Section 7(d) in relation to Section 11(b) of R.A. No. 6713 (1989).

Finding sufficient basis to commence an administrative investigation against Ferrer, the PCAGC, in its Order dated August 18, 1999 required respondent to submit his Counter-Affidavit or Verified Answer, together with the affidavits of his witnesses and other documents in support of his defense.

In his Affidavit dated September 8, 1999, respondent:

"admits x x x in his Memorandum dated March 14, 1999 (sic) x x x that x x x "3 media people attending x x x were paid by the undersigned with his personal funds loaned from a friend" that he was not referring to Mr. Eddie Eugenio when he wrote in his "memorandum to the TMPD Chief that I (sic) paid with my own personal fund the loan secured from a friend for the 3 media people"; that he "did not know about the commitment of the Chief of TMPD to give something to the press people who attended the press conference' but admits having "told dela Cruz to devise ways by which to meet the obligation, and I (sic) would take charge of it the first hour of the next working day to get out of this problem"" that he denies having instructed Ms. Dela Cruz "to borrow P3,000.00 from Eugenio to be given to the media people. It was her own decision" that he was shocked to learn x x x that the amount of P3,000.00, which was paid to the media people, came from Mr. Eddie Eugenio; that after he "signified" his "ill-sentiment over her borrowing from Eugenio", respondent "reluctantly give dela Cruz the P3,000.00" and told her to pay Eugenio immediately "because such practice to my mind would make him lose respect to the Administration with which he has a dealing"; and that Mesdames dela Cruz and Martinez-Ching, among other IA officials, have been "harassing" him for the "major shake-up I (sic) initiated in the interest of the service."

Following an investigation, the PCAGC found respondent guilty and recommended the penalty of dismissal, pertinently stating:

"The only issue to be resolved in the case at bar is whether or not the charge of contracting a loan of money in the amount of P3,000.00 from Mr. Eduardo Eugenio, operator-contractor of the IA Parking Area, by respondent Ferrer, through his Secretary, Ms. Gloria dela Cruz, is a violation of existing x x x laws x x x;

"The prosecution presented two (2) witnesses, namely, Gloria D. dela Cruz and Sandra A. Martinez-Ching, both employees of the Intramuros Administration, in support of the charge against the respondent."

x x x

x x x

x x x

"x x x dela Cruz declares in her Affidavit (supra) that x x x, respondent directed her to 'borrow the amount of P3,000.00 from x x x Eugenio explaining that he needed the money to give to certain media people, x x x.

"x x x Martinez-Ching, x x likewise testified for the prosecution, corroborated the declaration of Ms. Gloria dela Cruz x x x

"x x x at the time the loan was obtained, Mr. Eduardo N. Eugenio had an existing Agreement with the Intramuros Administration to 'operate the parking lot at the NIA Compound Parking area adjacent to Fort Santiago in Intramuros, Manila, x x x. The Letter Agreement, signed and acknowledged on November 21, 1996 by Atty. Karlo Q. Butiong, in his official capacity as the then Administrator of the Intramuros Administration and Mr. Eduardo N. Eugenio, as operator of the IA Parking Area, was for a term 'commencing on November 30, 1996 to November 29, 1999.'

The testimony of respondent Ferrer stands uncorroborated since no other witness was presented by the defense to testify.

x x x

x x x

x x x

There is absolutely no reason to doubt the declaration of Ms. Gloria dela Cruz x x x since she did not have any ill-motive in giving her testimony or for that matter any direct personal interest to promote or enhance by asking on her

own account for the loan from Mr. Eugenio in order to provide incentive to the representatives concerned of the media.

On the other hand, there is every reason to believe or expect that respondent Ferrer had obvious personal interest to promote through media coverage x x x of the one-hour concert rendered by Mr. April "Boy" Regino on April 11, 1999, for which the respondent had earlier justified and paid a 50% downpayment of P29,250.00 on March 23, 1999.

x x x respondent x x x by his own admission in the course of his testimony, readily paid the amount of P3,000.00 to Mr. Eugenio through Ms. Dela Cruz, from his own pocket or personal funds, explaining he wanted to avoid any embarrassment regarding the matter.

Respondent Ferrer is apparently involved in deception when on one hand he denies having instructed Ms. Gloria dela Cruz to borrow P3,000.00 from Mr. Eduardo Eugenio x x x and on the other he admits in his Affidavit x x x, having to told Ms. Dela Cruz x x x "to devise ways by which to meet the obligation, x x x.

Respondent Ferrer appears to be less than candid when he denies in his Affidavit x x x that he "did not know about the commitment of the Chief of TMPD to give something to the press people x x x because he himself in his Memorandum x x x admits having paid the said media people from his "personal funds loaned from a friend."

"In sum, on the basis of the evidence on record x x x respondent is GUILTY of (1) the grave administrative offense of '(s)oliciting or accepting directly or indirectly, any x x x loan or x x x any transaction which may be affected by the functions of his office', which is punishable by Dismissal for the first offense as provided under section 22(k) of Rule XIV of the Omnibus Rules Implementing Book V of Executive Order No. 292, and other pertinent Civil Service laws; and (2) the prohibited act or transaction of soliciting or accepting, 'directly or indirectly, any gift, gratuity, favor, entertainment, loan or anything of monetary value from any person in the course of their official duties or in connection with any operation being regulated by, or any transaction, which may be affected by the functions of their office', which

is likewise punishable under Section 7(d), in relation to Section 11(b) of Republic Act No. 6713.”

“Although it is undeniable that the questioned act of the respondent in the instant case appears to be an isolated transaction and the amount involved is comparatively small or insignificant, yet it is likewise plain and irrefutable that the Commission is not possessed with any discretion to recommend a penalty other than that of dismissal which is expressly prescribed in the applicable law, Republic Act No. 6713 (1989), which is malum prohibitum.”

The findings and conclusions of the PCAGC, supported as they are by substantive evidence on record, commend themselves for concurrence by this Office. Absent showing of grave abuse of discretion, substantiated findings of administrative agencies acting within their area of competence shall be accorded respect if not finality. So it must be in this case.

WHEREFORE, premises considered, and as recommended by the PCAGC, respondent Dominador C. Ferrer, Jr., Administrator, Intramuros Administration, is hereby found GUILTY and ordered DISMISSED from the service effective upon his receipt hereof.

Done in the City of Manila, this 31st day of January in the year of Our Lord Two Thousand Three.

By authority of the President:



WALDO Q. FLORES
Senior Deputy Executive Secretary