

CERTIFIED TRUE COPY  
*Wilfredo V. Lapitan*  
WILFREDO V. LAPITAN  
Division Clerk of Court  
Third Division  
JAN 11 2019



Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

PEOPLE OF THE PHILIPPINES,  
Petitioner,

G.R. No. 221505

Present:

PERALTA, J., Chairperson,  
DEL CASTILLO,\*  
LEONEN,  
REYES, J., JR., and  
HERNANDO, JJ.

- versus -

RANDOLPH S. TING and  
SALVACION I. GARCIA,  
Respondents.

Promulgated:

December 5, 2018

X-----*Wilfredo V. Lapitan*-----X

DECISION

PERALTA, J.:

Before the Court is a petition for review on *certiorari* under Rule 45 of the Rules of Court seeking to reverse and set aside the Decision<sup>1</sup> dated June 16, 2015 and the Resolution<sup>2</sup> dated November 5, 2015 of the Court of Appeals (CA) in CA-G.R. SP No. 134943 which affirmed the Order<sup>3</sup> dated December 16, 2013 of the Regional Trial Court (RTC) of Tuguegarao City, Cagayan, Branch 5.

The antecedent facts are as follows:

\* Additional member in lieu of Justice Gesmundo per Raffle dated November 26, 2018.

<sup>1</sup> Penned by Associate Justice Victoria Isabel A. Paredes, and concurred in by Associate Justices Isaias P. Dicdican and Elihu A. Ybañez; *rollo*, pp. 37-50.

<sup>2</sup> Penned by Associate Justice Victoria Isabel A. Paredes, and concurred in by Associate Justices Elihu A. Ybañez and Ma. Luisa Quijano Padilla; *id.* at 51-52.

<sup>3</sup> Penned by Judge Jezarene C. Aquino; *id.* at 79-82.

*OK*

In an Information dated May 30, 2011, respondents City Mayor Randolph S. Ting and City Treasurer Salvacion I. Garcia, both of Tuguegarao City in the year 2004, were charged with violation of Section 261 (w)(b) of Batas Pambansa Bilang 881, otherwise known as the Omnibus Election Code, for issuing a treasury warrant during the forty-five (45)-day election ban period as payment for two (2) parcels of land to be used as a public cemetery for the city. The accusatory portion of said Information reads:

That on or about April 30, 2004 during the period of forty five (45) days preceding the May 10, 2004 National and Local Elections in the City of Tuguegarao, Province of Cagayan, Philippines and within the jurisdiction of this Honorable Court, accused did then and there, willfully and unlawfully issue Treasury Warrant Number 0001534514, undertaking future delivery of money chargeable against public funds in the amount of ₱8,486,027.00, as payment for the acquisition of two (2) parcel[s] of land (TCT No. T-36942 and TCT No. T-36943) owned by Anselmo Almazan, Angelo Almazan and Anselmo Almazan III.

CONTRARY TO LAW.<sup>4</sup>

Upon arraignment, respondents entered a plea of not guilty to the offense charged. At the pre-trial, it was stipulated and admitted that Ting, as representative of the City Government of Tuguegarao, entered into a Contract of Sale with Dr. Anselmo D. Almazan, Angelo A. Almazan, and Anselmo A. Almazan III for the purchase of two (2) parcels of land, identified as Lot Nos. 5860 and 5861 located in Atulayan Sur, Tuguegarao City, with an aggregate area of 24,816 square meters and covered by Transfer Certificate of Title (TCT) No. T-36942 and TCT No. T-36943 of the Register of Deeds in Tuguegarao City. As payment, Garcia issued and released Treasury Warrant No. 0001534514 dated April 30, 2004 in the sum of ₱8,486,027.00. On May 5, 2004, the City Government of Tuguegarao caused the registration of the sale and the issuance of TCT No. T-144428 and TCT No. T-144429 in its name. Consequently, a complaint was filed against respondents for violation of Section 261 (v)<sup>5</sup> and (w)<sup>6</sup> of the

<sup>4</sup> *Id.* at 53.

<sup>5</sup> Section 261 (v) of the Omnibus Election Code provides as follows:  
Sec. 261. Prohibited Acts. — The following shall be guilty of an election offense:

x x x x

(v) Prohibition against release, disbursement or expenditure of public funds. — Any public official or employee including barangay officials and those of government-owned or controlled corporations and their subsidiaries, who, during forty-five days before a regular election and thirty days before a special election, releases, disburses or expends any public funds for:

(1) Any and all kinds of public works, except the following:

(a) Maintenance of existing and/or completed public works project: Provided, that not more than the average number of laborers or employees already employed therein during the sixth-month period immediately prior to the beginning of the forty-five day period before election day shall be permitted to work during such time: Provided, further, That no additional laborers shall be employed for maintenance work within the said period of forty-five days;

(b) Work undertaken by contract through public bidding held, or by negotiated contract awarded, before the forty-five day period before election: Provided, That work for the purpose of this section undertaken under the so-called "takay" or "paquiao" system shall not be considered as work by contract;

Omnibus Election Code, but the same was eventually dismissed by the Commission on Elections (*COMELEC*) finding that since the issuance of the treasury warrant was not for public works, no liability could arise therefrom. In *Guzman v. Commission on Elections, et al.*,<sup>7</sup> however, the Court set aside the *COMELEC*'s resolution and ordered the filing of the appropriate criminal information against respondents. It found that while said issuance may not be considered as public works under Section 261 (v) of the Omnibus Election Code, there was still probable cause to believe that Section 261 (w) of the Omnibus Election Code was violated since the provision does not require that the undertaking be for public works. Thus, the instant case.

After the pre-trial, the prosecution filed its Formal Offer of Evidence on October 23, 2013. But instead of presenting their evidence, respondents filed a Motion for Leave to File a Demurrer to Evidence and, subsequently, a Demurrer to Evidence.<sup>8</sup> In an Order<sup>9</sup> dated December 16, 2013, the RTC granted the same and acquitted the respondents. According to the RTC, while it is uncontested that the treasury warrant or the Landbank check in

---

(c) Payment for the usual cost of preparation for working drawings, specifications, bills of materials, estimates, and other procedures preparatory to actual construction including the purchase of materials and equipment, and all incidental expenses for wages of watchmen and other laborers employed for such work in the central office and field storehouses before the beginning of such period: Provided, That the number of such laborers shall not be increased over the number hired when the project or projects were commenced; and

(d) Emergency work necessitated by the occurrence of a public calamity, but such work shall be limited to the restoration of the damaged facility.

No payment shall be made within five days before the date of election to laborers who have rendered services in projects or works except those falling under subparagraphs (a), (b), (c), and (d), of this paragraph.

This prohibition shall not apply to ongoing public works projects commenced before the campaign period or similar projects under foreign agreements. For purposes of this provision, it shall be the duty of the government officials or agencies concerned to report to the Commission the list of all such projects being undertaken by them.

(2) The Ministry of Social Services and Development and any other office in other ministries of the government performing functions similar to said ministry, except for salaries of personnel, and for such other routine and normal expenses, and for such other expenses as the Commission may authorize after due notice and hearing. Should a calamity or disaster occur, all releases normally or usually coursed through the said ministries and offices of other ministries shall be turned over to, and administered and disbursed by, the Philippine National Red Cross, subject to the supervision of the Commission on Audit or its representatives, and no candidate or his or her spouse or member of his family within the second civil degree of affinity or consanguinity shall participate, directly or indirectly, in the distribution of any relief or other goods to the victims of the calamity or disaster; and

(3) The Ministry of Human Settlements and any other office in any other ministry of the government performing functions similar to said ministry, except for salaries of personnel and for such other necessary administrative or other expenses as the Commission may authorize after due notice and hearing.

<sup>6</sup> Section 261 (w)(b) of the Omnibus Election Code provides as follows:  
Sec. 261. Prohibited Acts. - The following shall be guilty of an election offense:

x x x x

(w) Prohibition against construction of public works, delivery of materials for public works and issuance of treasury warrants and similar devices. — During the period of forty-five days preceding a regular election and thirty days before a special election, any person who (a) undertakes the construction of any public works, except for projects or works exempted in the preceding paragraph; or (b) issues, uses or avails of treasury warrants or any device undertaking future delivery of money, goods or other things of value chargeable against public funds.

<sup>7</sup> 614 Phil. 143 (2009).

<sup>8</sup> *Rollo*, p. 41.

<sup>9</sup> *Supra* note 3.

issue bears the date “April 30, 2004,” which is well within the prohibited period, the date of the instrument is not necessarily the date of issue. The Negotiable Instruments Law provides that an instrument is issued by “the first delivery of the instrument, complete in form, to a person who takes it as a holder.” But the prosecution failed to prove that the subject check was delivered to the vendors of the lots within the prohibited period. In fact, the dorsal side of the instrument bears “May 18, 2004” as the date of payment as annotated by the drawee bank, which is beyond the said period. The RTC added that just because the title was issued in favor of the City Government of Tuguegarao on May 5, 2004, it does not follow that payment was in fact made on the same day. The Law on Sales provides that payment of the purchase price is not a condition for the transfer of title, in the absence of stipulation to the contrary.

In a Decision dated June 16, 2015, the CA denied the Petition for *Certiorari* under Rule 65 of the Rules of Court filed by the Office of the Solicitor General (*OSG*), and affirmed the RTC’s Order. Like the RTC, the CA cited the Negotiable Instruments Law and held that every contract on a negotiable instrument is incomplete and revocable until delivery of the instrument to the payee for the purpose of giving effect thereto. Without initial delivery of the instrument from the drawer of the check to the payee, there can be no valid and binding contract and no liability on the instrument. Also, without delivery, the instrument cannot be deemed to have been issued. Thus, the date on the check, April 30, 2004, pertains to nothing more than the date of the making or drawing of the instrument. Moreover, the CA ruled that neither can the date of notarization of the deed of sale, May 5, 2004, be considered as the date of issuance. This is because notarization only serves to convert a private document to a public one, making it admissible in evidence without further proof of its authenticity. Furthermore, it was held that the issuance of a check is not payment until the check has been encashed. Thus, since the check herein was presented for payment and encashment on May 18, 2004, which is well after the prohibited period, respondents were correctly acquitted.<sup>10</sup>

Aggrieved by the CA’s denial of its Motion for Reconsideration, the OSG filed the instant petition on January 7, 2016 invoking the following argument:

THE COURT OF APPEALS GRAVELY ERRED IN AFFIRMING THE 16 DECEMBER 2013 ORDER OF RESPONDENT JUDGE THAT GRANTED PRIVATE RESPONDENT TING’S DEMURRER TO EVIDENCE DESPITE SUFFICIENCY OF THE PROSECUTION’S EVIDENCE ON RECORD.<sup>11</sup>



---

<sup>10</sup> *Supra* note 1, at 41-49.

<sup>11</sup> *Rollo*, p. 23.

In its petition, the OSG posits that it duly established beyond reasonable doubt that respondents violated Section 261 (w)(b) of the Omnibus Election Code. As such, the RTC had no clear legal and factual basis to grant City Mayor Ting's demurrer to evidence.

Prefatorily, we point out that the remedy from an order of dismissal granting a demurrer to evidence is reviewable by the CA, but only through *certiorari* under Rule 65 of the Rules of Court. In turn, if the CA finds no grave abuse of discretion on the part of the trial court in granting the demurrer, such finding is reviewable by the Court through a petition for review on *certiorari* under Rule 45 of the Rules of Court. In *People v. Court of Appeals, et al.*,<sup>12</sup> we explained:

We point out at the outset that in criminal cases, the grant of a demurrer is tantamount to an acquittal and the dismissal order may not be appealed because this would place the accused in double jeopardy. Although the dismissal order is not subject to appeal, it is still reviewable but only through *certiorari* under Rule 65 of the Rules of Court. The *People* thus correctly filed a special civil action for *certiorari* under Rule 65 before the CA to question the RTC's grant of demurrer. Nonetheless, we emphasize that the CA disposed of the merits of an original special civil action when it ruled that the RTC did not gravely abuse its discretion in granting Ang's demurrer to evidence because the pieces of evidence presented by the prosecution were insufficient to sustain a conviction. The CA ruling, therefore, may be questioned before this Court through a petition for review on *certiorari* under Rule 45. Where the issue or question involves or affects the wisdom or legal soundness of the decision (*e.g.*, whether the CA correctly ruled that the RTC judge did not commit grave abuse of discretion in granting the accused's demurrer), and not the jurisdiction of the court to render said decision, the same is beyond the province of a petition for *certiorari*.

Thus, in *Asistio v. People, et al.*,<sup>13</sup> the Court ruled that under Rule 45 of the Rules of Court, decisions, final orders or resolutions of the CA in any case, *i.e.*, regardless of the nature of the action or proceedings involved, may be appealed to us by filing a petition for review, which would be but a continuation of the appellate process over the original case.<sup>14</sup> This is in line with the established rule "that one of the requisites of *certiorari* is that there be no available appeal or any plain, speedy and adequate remedy. Where an appeal is available, *certiorari* will not prosper, even if the ground therefor is grave abuse of discretion."<sup>15</sup>

On the substantive issues, we find that the RTC should not have granted the demurrer to evidence.

<sup>12</sup> G.R. Nos. 205182-83, August 5, 2013 (Minute Resolution, Second Division).

<sup>13</sup> 758 Phil. 485 (2015).

<sup>14</sup> *Id.* at 496, citing *Artistica Ceramica, Inc., et al. v. Ciudad del Carmen Homeowner's Ass'n., Inc., et al.*, 635 Phil. 21, 30 (2010).

<sup>15</sup> *Id.* at 496-497.

For clarity, Section 261 (w)(b) of the Omnibus Election Code is reproduced as follows:

ARTICLE XXII.  
ELECTION OFFENSES

Sec. 261. Prohibited Acts. - The following shall be guilty of an election offense:

x x x x

(w) Prohibition against construction of public works, delivery of materials for public works and issuance of treasury warrants and similar devices. — ***During the period of forty-five days preceding a regular election and thirty days before a special election, any person who*** (a) undertakes the construction of any public works, except for projects or works exempted in the preceding paragraph; or (b) ***issues, uses or avails of treasury warrants or any device undertaking future delivery of money, goods or other things of value chargeable against public funds.*** (Emphasis supplied.)

From the foregoing, it can be deduced that subparagraph (b) above is violated when: (1) any person *issues, uses or avails* of treasury warrants or any device *forty-five days* preceding a regular election or *thirty days* before a special election; (2) the warrant or device *undertakes the future delivery of money, goods or other things of value*; and (3) the undertaking is *chargeable against public funds*.

The attending circumstances in the instant case depict a violation of the provision cited above. *First*, the subject Treasury Warrant No. 0001534514 was dated April 30, 2004, which date falls within the election ban period beginning on March 26, 2004 and ending on the election day or May 10, 2004. As such, it is deemed *prima facie* to have been drawn, made, accepted, and indorsed on said date.<sup>16</sup> On the basis of said presumption, it follows that the treasury warrant was delivered to the Almazans, for delivery naturally precedes acceptance. Moreover, while this presumption is disputable, respondents merely filed their Demurrer to Evidence and presented no evidence to challenge the same.

*Second*, even assuming that the treasury warrant was issued on another date, said date could not have been later than May 5, 2004, which is the date when the deed of sale was notarized. According to the CA, the fact that the undated deed was notarized on said date is of no moment because notarization only serves to convert a private document to a public one, making it admissible in evidence without further proof of its authenticity.

<sup>16</sup> Section 11 of the Negotiable Instruments Law provides:

Sec. 11. *Date, presumption as to.* - Where the instrument or an acceptance or any indorsement thereon is dated, such date is deemed *prima facie* to be the true date of the making, drawing, acceptance, or indorsement, as the case may be.

The Court, however, finds merit in the OSG's argument that the defense cannot rely on the lack of date on the deed of sale. In fact, when said document was notarized on May 5, 2004, the same was evidence that the deed was formally executed on or before, but not after, such date. This is pursuant to the Rules on Notarial Practice which provides that when a document is notarized, the notary public subscribes that a person appeared before him, presented a document, and affirmed the contents thereof, which in this case included the issuance of the treasury warrant as payment for the lots.<sup>17</sup> Thus, by virtue of the deed of sale notarized on May 5, 2004, the parties thereto, namely, the Almazans as sellers and the City Government of Tuguegarao, represented by City Mayor Ting, as buyer, appeared before the notary public and affirmed on said date the contents of the deed of sale stating that the sellers unconditionally sold, transferred, and conveyed the lots, for and in consideration of ₱8,654,914.08, to them.<sup>18</sup> Consequently, as the OSG maintains, this acknowledgement of payment in the deed of sale, coupled with the admission of respondents that the subject check was used as payment for the lots, is evidence of its receipt by the Almazans on a date no later than May 5, 2004 for, as Section 23, Rule 132 of the Revised Rules on Evidence provides, public documents, such as the notarized deed of sale herein, are evidence of the facts giving rise to their execution, as well as the date of their execution.<sup>19</sup>

*Third*, it must be noted that May 5, 2004 was also the date when the City Government of Tuguegarao caused the registration of the sale and the issuance of new TCTs in its name. But the RTC ruled that even if the title was already issued in favor of the City Government of Tuguegarao, it does not follow that payment was made on the same day because as the Law on Sales provides, payment of the purchase price is not a condition for the transfer of title, in the absence of stipulation to the contrary. Thus, the courts below found that since the dorsal side of the instrument bears the date "May 18, 2004" as the date of payment annotated by the drawee bank, which is beyond the prohibited period, respondents cannot be held liable. It must be emphasized, however, that actual payment of the purchase price is not an element of the offense charged herein. To repeat, the subject provision expressly states that a person shall be guilty of an election offense if he or she issues, uses, or avails of treasury warrants or other devices undertaking the *future delivery of money, goods, or other things of value* chargeable against public funds. Clearly, the offense is committed even if the payment or the delivery of money was made after the prohibited period. Hence, that the check was encashed on May 18, 2004, or after the prohibited election ban period, does not render respondents innocent of the charges against them.

---

<sup>17</sup> Rules on Notarial Practice, Sections 2 and 6.

<sup>18</sup> *Rollo*, pp. 109-110.

<sup>19</sup> *Pedrano v. Heirs of Benedicto Pedrano*, 564 Phil. 369, 377 (2007).



Nevertheless, the courts below proceeded to dismiss the complaint against respondents, relying on the provisions of the Negotiable Instruments Law as to the meaning of the word "issue." True, Section 191 of the Negotiable Instruments Law defines "issue" as the first delivery of an instrument, complete in form, to a person who takes it as a holder. In fact, the Court has held in the past that delivery is the final act essential to the negotiability of an instrument.<sup>20</sup> But, as the OSG points out, the issue in this case neither concerns the negotiability or commerciability of the treasury warrant nor the parties' rights thereon. Note that the subject provision of the Omnibus Election Code does not merely penalize a person who "issues" treasury warrants or devices, but a person who "issues, uses or avails" of treasury warrants or devices. As such, the term "issues" under the subject provision should not be construed in its restricted sense within the meaning of Negotiable Instruments Law, but rather in its general meaning to give, to send, or such other words importing delivery to the proper person. To the Court, this is more in keeping with the intent of the law for basic statutory construction provides that where a general word follows an enumeration of a particular specific word of the same class, the general word is to be construed to include things of the same class as those specifically mentioned.<sup>21</sup> Thus, for as long as the device is *issued, used, or availed of* within the prohibited period to undertake the future delivery of money chargeable against public funds, an election offense is committed.

Notwithstanding the aforementioned circumstances, however, we resolve to deny the petition on the principle of double jeopardy.

It has not escaped the Court's attention that the December 16, 2013 Order of the RTC, on the ground of insufficiency of evidence, is a judgment of acquittal. The OSG is, thus, barred from appealing said order because to allow the same would violate the right of respondents against double jeopardy. The right of the accused against double jeopardy is protected by no less than the Bill of Rights (Section 21, Article III) contained in the 1987 Constitution which provides that "[n]o person shall be twice put in jeopardy of punishment for the same offense. If an act is punished by a law and an ordinance, conviction or acquittal under either shall constitute a bar to another prosecution for the same act."

Time and again, the Court has held that double jeopardy attaches if the following elements are present: (1) a valid complaint or information; (2) a court of competent jurisdiction; (3) the defendant had pleaded to the charge; and (4) the defendant was acquitted or convicted, or the case against him was dismissed or otherwise terminated without his express consent. Jurisprudence, however, allows for certain exceptions when the dismissal is considered final even if it was made on motion of the accused, to wit: (1)

---

<sup>20</sup> *Dy v. People, et al.*, 591 Phil. 678, 689 (2008).

<sup>21</sup> *Liwag v. Happy Glen Loop Homeowners Association*, 690 Phil. 321, 333 (2012).



“[w]here the dismissal is based on a demurrer to evidence filed by the accused after the prosecution has rested, which has the effect of a judgment on the merits and operates as an acquittal[; and] (2) [w]here the dismissal is made, also on motion of the accused, because of the denial of his right to a speedy trial which is in effect a failure to prosecute.”<sup>22</sup>

A demurrer to evidence is filed after the prosecution has rested its case and the trial court is required to evaluate whether the evidence presented by the prosecution is sufficient enough to warrant the conviction of the accused beyond reasonable doubt. If the court finds that the evidence is not sufficient and grants the demurrer to evidence, such dismissal of the case is one on the merits, which is equivalent to the acquittal of the accused. Well-established is the rule that the Court cannot review an order granting the demurrer to evidence and acquitting the accused on the ground of insufficiency of evidence because to do so will place the accused in double jeopardy.<sup>23</sup>

The rule on double jeopardy, however, is not without exceptions. It has been held in the past that the only instance when the accused can be barred from invoking his right against double jeopardy is when it can be demonstrated that the trial court acted with grave abuse of discretion amounting to lack or excess of jurisdiction, such as where the prosecution was not allowed the opportunity to make its case against the accused or where the trial was a sham. For instance, there is no double jeopardy (1) where the trial court prematurely terminated the presentation of the prosecution's evidence and forthwith dismissed the information for insufficiency of evidence; and (2) where the case was dismissed at a time when the case was not ready for trial and adjudication.<sup>24</sup>

In the instant case, the Court finds that the elements of double jeopardy are present herein. A valid information was filed against respondents for violation of Section 261 (w)(b) of the Omnibus Election Code resulting in the institution of a criminal case before the proper court of competent jurisdiction. Subsequently, respondents pleaded not guilty to the offense charged and were acquitted; the dismissal of the case against them being based on a demurrer to evidence filed after the prosecution rested its case.

It must be noted, moreover, that while an acquittal by virtue of a demurrer to evidence may be subject to review *via* a petition for *certiorari* under Rule 65 of the Rules of Court, not by a petition for review under Rule 45 like in this case, there is no showing that the RTC committed grave abuse of discretion amounting to lack or excess of jurisdiction or a denial of due

<sup>22</sup> *Bangayan, Jr. v. Bangayan*, 675 Phil. 656, 667 (2011).

<sup>23</sup> *Id.* at 668.

<sup>24</sup> *Id.*

process. "Grave abuse of discretion has been defined as that capricious or whimsical exercise of judgment which is tantamount to lack of jurisdiction. 'The abuse of discretion must be patent and gross as to amount to an evasion of a positive duty or a virtual refusal to perform a duty enjoined by law, or to act at all in contemplation of law, as where the power is exercised in an arbitrary and despotic manner by reason of passion and hostility.' The party questioning the acquittal of an accused should be able to clearly establish that the trial court blatantly abused its discretion such that it was deprived of its authority to dispense justice."<sup>25</sup>

A review of the records of the instant case reveals no abuse of discretion on the part of the trial court so grave as to result in the reversal of its judgment of acquittal. While the law provides certain exceptions to the application of the rule on double jeopardy as when a trial court prematurely terminates the prosecution's presentation of evidence, the Court finds these exceptions inapplicable to the case at hand. It must be noted that the RTC herein duly gave the prosecution ample opportunity to present its case by allowing the latter to submit the pieces of evidence necessary for conviction. It cannot, therefore, be gainsaid that the prosecution was deprived of due process of law. In fact, in its petition before the Court, the OSG made no mention of any objection as to the manner by which the RTC conducted the proceedings. Neither did it particularly allege a denial of its right to due process. Instead, the OSG merely argued that the RTC granted respondents' demurrer to evidence without any clear and factual basis, failing to make a careful consideration of its evidence and merely focusing on the highly technical provisions of the Negotiable Instruments Law. To the Court, however, this cannot result in a complete reversal of the judgment of acquittal. Even if we are to assume that the RTC had overlooked certain facts in arriving at its conclusions, this supposed misappreciation of evidence will, at most, be considered only as a mere error of judgment, and not of jurisdiction or a manifestation of grave abuse of discretion. It is, therefore, not correctible by a writ of *certiorari*.<sup>26</sup>

To reiterate, for an acquittal to be considered tainted with grave abuse of discretion, there must be a showing that the prosecution's right to due process was violated or that the trial conducted was a sham. Accordingly, notwithstanding the alleged errors in the interpretation of the applicable law or appreciation of evidence that the RTC and the CA may have committed in ordering respondents' acquittal, absent any showing that said courts acted with caprice or without regard to the rudiments of due process, their findings can no longer be reversed, disturbed and set aside without violating the rule against double jeopardy. Indeed, errors or irregularities, which do not render the proceedings a nullity, will not defeat a plea of *autrefois acquit*. We are bound by the dictum that whatever error may have been committed effecting

---

<sup>25</sup> *Id.* at 668-669.

<sup>26</sup> *People v. Court of Appeals, et al.*, 691 Phil. 783 (2012).

the dismissal of the case cannot now be corrected because of the timely plea of double jeopardy. “[I]t bears to stress that the fundamental philosophy behind the constitutional proscription against double jeopardy is to afford the defendant, who has been acquitted, final repose and safeguard him from government oppression through the abuse of criminal processes.”<sup>27</sup>

**WHEREFORE**, premises considered, the instant petition is **DENIED**. The assailed Decision dated June 16, 2015 and Resolution dated November 5, 2015 of the Court of Appeals in CA-G.R. SP No. 134943 are **AFFIRMED**.

**SO ORDERED.**

  
**DIOSDADO M. PERALTA**  
Associate Justice

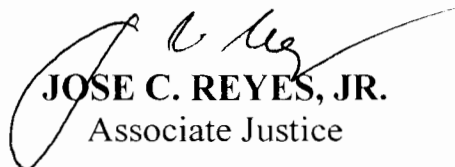
---

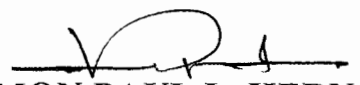
<sup>27</sup> *People v. Tan*, 639 Phil. 402, 417 (2010).

**WE CONCUR:**

  
**MARIANO C. DEL CASTILLO**  
 Associate Justice


  
**MARVIC M.V.F. LEONEN**  
 Associate Justice

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

  
**RAMON PAUL L. HERNANDO**  
 Associate Justice

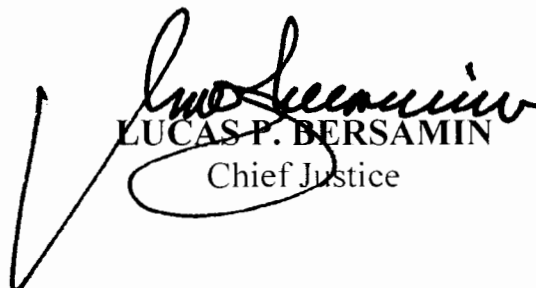
**ATTESTATION**

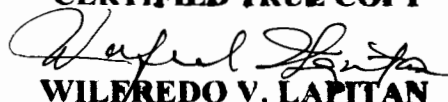
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**DIOSDADO M. PERALTA**  
 Associate Justice  
 Chairperson, Third Division

**CERTIFICATION**

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**LUCAS P. BERSAMIN**  
 Chief Justice

**CERTIFIED TRUE COPY**  
  
**WILFREDO V. LAPITAN**  
 Division Clerk of Court  
 Third Division  
 JAN 11 2019