



Republic of the Philippines
Supreme Court
 Manila

FIRST DIVISION

**CLAUDIO DELOS SANTOS
 GASPAR, JR.,**

Petitioner,

G.R. No. 229032

Present:

- versus -

GESMUNDO, *C.J.*, Chairperson,
 CAGUIOA,
 CARANDANG,
 ZALAMEDA, and
 GAERLAN, *JJ.*

**FIELD INVESTIGATION
 OFFICE OF THE
 OMBUDSMAN,**

Respondent.

Promulgated:

JUN 16 2021

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DECISION

CAGUIOA, J.:

Before the Court is a Petition for Review on *Certiorari*¹ (Petition) under Rule 45 of the Rules of Court, assailing the Decision² dated March 11, 2015 and Resolution³ dated December 28, 2016 of the Court of Appeals⁴ (CA) in CA-G.R. SP No. 127718. The CA affirmed the Joint Resolution⁵ dated May 30, 2012 of the Office of the Ombudsman (Ombudsman), which found petitioner Claudio Delos Santos Gaspar, Jr. (Gaspar), among others, guilty of serious dishonesty and conduct prejudicial to the best interest of the service and meted him the penalty of dismissal from service with the accessory penalties of forfeiture of retirement benefits and perpetual disqualification to hold office, or if resigned or retired, the fine equivalent to one year's salary and the same accessory penalties.

¹ *Rollo*, pp. 10-48, excluding Annexes.

² *Id.* at 49-60. Penned by Associate Justice Noel G. Tijam (a retired Member of the Court), with Associate Justices Mario V. Lopez (a Member of the Court) and Myra V. Garcia-Fernandez concurring.

³ *Id.* at 61-65.

⁴ Fifth Division and Former Fifth Division, respectively.

⁵ *Rollo*, pp. 141-283.

Facts

The CA summarized the facts as follows:

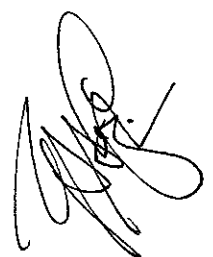
On November 28, 2011, Public Respondent Field Investigation Office of the Office of the Ombudsman (“FIO-Ombudsman”) filed a Complaint against a number of public individuals, including Petitioner Claudio delos Santos Gaspar, Jr. (“Petitioner”), for Dishonesty, Gross Neglect of Duty, and Conduct Prejudicial to the Best Interest of the Service, among other charges, in relation to the procurement of Light Police Operational Helicopters (“LPOH”) by the Philippine National Police (“PNP”) and Falsification by Public Officers, in accordance with Article 171, paragraphs 2 and 4, of the Revised Penal Code.

It alleged that in 2009, the PNP purchased three LPOHs with an approved budget for the contract of P105,000,000.00. However, despite the requirements prescribed by the National Police Commission (NAPOLCOM) and the Supply Contract that all three LPOHs be brand new and fully equipped, Manila Aerospace Products Trading Corporation (“MAPTRA”), the chosen supplier, fraudulently delivered only one brand new fully-equipped Robinson Raven II LPOH. The other two standard Robinson Raven I LPOH[s] were pre-owned by the former First Gentleman Jose Miguel Arroyo.

It further alleged that the inspection committee, which included Petitioner, ignored the glaring tell-tale signs that the LPOH[s] delivered were no longer brand new, yet they did not note this fact in their inspection report, the Weapons Tactics and Communications Division (“WTCD”) Report No. T2009-04A, dated October 14, 2009. It stated that by signing the said report without objection, despite the fact that the helicopters delivered were not brand new, the signatories, including the Petitioner, also committed falsification by making untruthful statements in a narration of facts.

The FIO-Ombudsman alleged that the circumstances caused undue injury to the government and gave unwarranted benefits to certain individuals in the amount of more or less P34,000,000.00.

Petitioner claims in his Counter-Affidavit dated January 2, 2012 that he is a duly-licensed pilot; he served as the Deputy Chief, PNP Special Action Forces (“SAF”) from December 13, 2006 to January 3, 2011; on June 13, 2011, he was placed on special detail with the Office of the President where he was tasked to transport the family members of then President Gloria Macapagal-Arroyo to various destinations; to his knowledge, the helicopters he used on transporting the Arroyos were owned by Lion Air, Inc. (“Lion Air”); sometime in August 2009, he saw two (2) of the Raven helicopters he had previously used in transporting the Arroyos being refurbished in the hangar of Lion Air; in the middle part of September 2009, Col. Lurimer B. Detran, a co-respondent, went to the hangar of Lion Air and while thereat, he gave instructions to the mechanics to cause retouch on the painting (sic) and replacement of some accessories of the helicopters; on September 24, 2009, he and P/Supt. Larry D. Balmaceda, another co-respondent, proceeded to the Lion Air hangar to assist in the inspection and test flight of the two (2) helicopters; he was not aware at that time that the helicopters which the PNP intended to purchase were supposed to be brand-new as he never saw the technical



specification, Supply Contract, Purchase Order, or Resolution regarding the said acquisition; he signed the WTCD Report Number T2009-04A because he was told that it was merely in support of the attendance sheet previously signed during the inspection; he read the document and found the details of the helicopters to be consistent with the ones inspected by the Directorate for Research Development (“DRD”) technical team and due to the fact that the same was already signed by the other officers, including the Chief of WTCD, the Executive Officer and the Director for Research and Development; his participation was limited to his supposed assistance to see if the helicopters are operational both visually and functionally and that he was not a member of the technical group and that there was no briefing on what their roles [were] in the inspection; he was not aware that the helicopters intended to be purchased should be brand new and that he thought all along that the PNP intended to purchase second-hand choppers; he also claimed that the Senate Blue Ribbon Committee Report on this transaction cleared him from any wrongdoing and recommended the dropping of charges against him.

On May 30, 2012, the Ombudsman issued the assailed Joint Resolution finding, among others, Petitioner guilty of the aforementioned administrative charges of Serious Dishonesty and Conduct Prejudicial to the Best Interest of the Service, to wit:

“**WHEREFORE**, it is hereby resolved as follows:

x x x

OMB-C-A-11-0758-L (ADMINISTRATIVE CASE)

1) Respondents P/Dir. Leocadio Salva Cruz Santiago, Jr., P/Supt. Ermilando Villafuerte, P/Supt. Roman E. Loreto, P/CSupt. Herold G. Ubalde, P/CSupt. Luis Luarda Saligumba, P/SSupt. Job Nolan D. Antonio, P/Dir. George Quinto Piano, P/SSupt. Edgar B. Paatan, P/SSupt. Mansue Nery Lukban, P/CInsp. Maria Josefina Vidal Recometa, P/SSupt. Claudio DS Gaspar Jr., SPO3 Ma. Linda A. Padojinog, PO3 Avensuel G. Dy and NUP Ruben S. Gongona are hereby found **GUILTY** of *Serious Dishonesty and Conduct Prejudicial to the Best Interest of the Service*, and are thus meted the penalty of **DISMISSAL FROM THE SERVICE**, including the accessory penalties of forfeiture of retirement benefits and perpetual disqualification to hold public office, pursuant to the *Uniform Rules on Administrative Cases in the Civil Service* (CSC Resolution No. 991936, as amended).

If the penalty of dismissal from the service can no longer be served by reason of resignation or retirement, the alternative penalty of **FINE** equivalent to **ONE YEAR** salary is imposed, in addition to the same accessory penalties of forfeiture of retirement benefits and perpetual disqualification to hold public office. x x x”⁶ (Underscoring, italics and emphasis in the original)

⁶ Id. at 50-53.

The Ombudsman ruled that since Gaspar was a pilot, he was technically capable of determining whether or not the helicopters were brand new, and in fact he admitted that he knew the helicopters were not brand new. Despite knowing this, he did not report this.⁷ Further, Gaspar failed to determine if the helicopters complied with the minimum endurance of three hours.⁸ The Ombudsman further ruled that Gaspar was aware that the helicopters were not compliant with the National Police Commission (NAPOLCOM) specifications, Supply Contract and Purchase Order yet he did not report this.⁹

Gaspar filed a motion for reconsideration, but the Ombudsman denied this.¹⁰

Gaspar then appealed to the CA through a petition for review under Rule 43.

CA Decision

In its Decision, the CA affirmed the Ombudsman. The dispositive portion of the Decision states:

WHEREFORE, the instant Petition for Review of Petitioner is **DENIED**. The *Joint Resolution* dated May 30, 2012 and the *Order* dated November 5, 2012, both issued by the Ombudsman, are hereby **AFFIRMED**.

SO ORDERED.¹¹ (Emphasis and italics in the original)

The CA affirmed the Ombudsman's ruling that Gaspar has technical expertise to determine whether the helicopters were brand new.¹² For the CA, Gaspar's failure to disclose the fact that he was aware that the helicopters were not brand new is tantamount to dishonesty.¹³

The CA also ruled that the Ombudsman's findings were supported by substantial evidence as Gaspar's act of signing his name in WTCR Report Number T2009-04A (WTCR Report) meant that he had prior knowledge of the Supply Contract and Purchase Order. For the CA, Gaspar's signing the report, which states that the helicopters were "Conforming" to the specifications of the Supply Contract or the Purchase Order, belies Gaspar's argument that he has never seen these documents.¹⁴

Aggrieved, Gaspar filed a motion for reconsideration, but this was denied. Hence, this Petition.

⁷ Id. at 232.

⁸ Id.

⁹ See id.

¹⁰ Id. at 53.

¹¹ Id. at 59.

¹² Id. at 56.

¹³ Id.

¹⁴ Id. at 57-58.



Respondent Field Investigation Office of the Ombudsman (FIO-Ombudsman) filed its Comment,¹⁵ and in a Resolution dated December 7, 2020, Gaspar's filing of a Reply was dispensed with.¹⁶

Issue

The issue for the Court's resolution is whether the CA erred in affirming the Ombudsman's ruling that Gaspar is guilty of serious dishonesty and conduct prejudicial to the best interest of the service.

The Court's Ruling

The Petition is meritorious.

It is a matter of record that Gaspar's participation in the transaction that led to the purchase of the helicopters was his presence in the inspection on September 24, 2009 and his signature in the WTCD Report arising from such inspection. The contents of the WTCD Report are reproduced below:

October 14, 2009

WTCD Report Number T2009-04A

SUBJECT: Robinsons R44 Raven I Helicopter (Standard)
 REQUESTING PARTY: Director, Logistics Support Service
 PROPONENT: Manila Aerospace Trading Corporation (MAPTRA)
 PNP P.O. #: 0(M)220909-017
 NUMBER OF UNIT INSPECTED: 2 units
 SERIAL NUMBER: 1372 (RP-4250)
 1374 (RP-4357)
 PURPOSE: Inspection
 METHOD: Visual and Functional
 DATE INSPECTED: September 24, 2009
 VENUE: Hangar 10, Manila Domestic Airport, Pasay City

FINDINGS:

PNP Specifications for Light Police Operational Helicopters	Specifications of Robinson R44 Raven I Helicopter	Remark(s)
Power Plant: Piston	Piston-type	Conforming
Power Rating: 200 hp (minimum)	225	Conforming
Speed: 100 knots (minimum)	113 knots	Conforming
Range: 300 miles (minimum)	400 miles	Conforming
Endurance: 3 Hours (minimum)	No available data	
Service Ceiling (Height Capability): 14,000 Feet (Maximum)	14,000 feet	Conforming

¹⁵ Id. at 605-632.

¹⁶ Id. at 635.

T/O Gross Weight: 2,600 Lbs (maximum)	2,400 lbs	Conforming
Seating Capacity: 1 Pilot + 3 pax (maximum)	1 pilot + 3 passengers	Conforming
Ventilating System: Air-conditioned	Not airconditioned	Standard helicopter
Aircraft Instruments: 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
Color and Markings: 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
Warranty: The supplier warrants any defect in material and workmanship within the most advantageous terms and conditions in favor of the government.	The supplier x x x warrants any defect in material and workmanship within the most advantageous terms and conditions in favor of the government for two (2) years.	Indicated in the contract (To include time-change parts as suggested by DRD Test and Evaluation Board)
Requirements: Maintenance Manual Operation Manual	Provided Provided	Conforming Conforming ¹⁷

From the foregoing, the Ombudsman faults Gaspar because he purportedly did not report that the helicopters were not compliant with the NAPOLCOM specifications.¹⁸ This is erroneous.

As defined, dishonesty is 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.”¹⁹ As the Court further held in *Lukban v. Carpio-Morales*²⁰ (*Lukban*):

x x x For dishonesty to be considered serious, thus warranting the penalty of dismissal from service, the presence of any one of the following attendant circumstances must be present:

- (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;

¹⁷ Id. at 113-114. Emphasis in original.

¹⁸ Id.

¹⁹ *Lukban v. Carpio-Morales*, G.R. No. 238563, February 12, 2020, p. 12.

²⁰ Id.

- (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 the 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.²¹

On the other hand, although there is no concrete definition of conduct prejudicial to the best interest of the service,²² “jurisprudence instructs that for an act to constitute such an administrative offense, it need not be related to or connected with the public officer’s official functions. What is essential is that the questioned conduct tarnishes the image and integrity of his public office.”²³

Here, Gaspar cannot be held administratively liable for serious dishonesty or conduct prejudicial to the best interest of the service for his simple act of signing the WTCD Report.

A plain reading of the WTCD Report shows that it actually reflected the non-compliance of the helicopters with the NAPOLCOM specifications. As shown above, on the requirement that the helicopters should be air-conditioned, the WTCD Report indicated that the helicopters were not air-conditioned with a remark that they were standard helicopters. Further, as to the requirement on endurance, the report states that there was no available data to determine compliance with this.

Notably, the Ombudsman itself arrived at the same conclusion — that the helicopters were non-compliant with NAPOLCOM specifications — by a plain reading of the WTCD Report:

47. As gleaned above, the team reported that for most of the specifications, the delivered helicopters were “*Conforming*” to the specifications. However, it can also be readily seen that with respect to the 3-hour Endurance requirement, the team stated on the second column that there was “*no available data*” and with respect to the third column there was no entry at all.

²¹ Id. at 12. Citations omitted.

²² Id. at 13.

²³ Id.



48. Likewise, the NAPOLCOM specification was for air-conditioned helicopters and the team stated in [its] report that the units delivered were not air-conditioned. The inspection team also stated “*Standard helicopter*” in the Remarks column.²⁴ (Italics in the original; underscoring supplied)

The Ombudsman then reiterated that “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.”²⁵ Finally, in discussing the liability of one of Gaspar’s co-respondents, the Ombudsman repeated that “he would have readily seen in the attached WTCD Report that the subject helicopters did not actually comply with NAPOLCOM specifications.”²⁶

At this juncture, it should be emphasized that even this Court has already determined that the WTCD Report indeed reflected that the helicopters did not comply with the NAPOLCOM specifications. In *Field Investigation Office v. Piano*²⁷ (*Piano*), which involved one of Gaspar’s co-respondents, the Court ruled as follows:

As can be seen from the WTCD Report, the PNP-approved specifications required the LPOHs to have an endurance of a minimum of 3 hours, however, no available data on the same was provided and there was no entry on the remarks column. Also, it was specified that the LPOHs must be air-conditioned, but the Report showed that they were not and the remarks column state they were standard helicopters. Moreover, the supply contract required the LPOHs to be brand-new, however, there was nothing in the Report which showed the condition of these LPOHs. The WTCD Report showed the nonconformity with all of the NAPOLCOM-approved specifications, however, respondent, as Chairman of the IAC, still did not make further inquiries or validated these lack of compliance and deviation from the requirements.²⁸ (Underscoring supplied)

In sum, based on the Ombudsman’s own conclusions, and as affirmed by the Court in *Piano*, the WTCD Report showed that the helicopters failed to comply with the NAPOLCOM specifications. In other words, Gaspar, by simply signing a report that already, on its face, showed that the helicopters were non-compliant, cannot be said to have committed any act of serious dishonesty or conduct prejudicial to the best interest of the service.

For its part, the CA ruled that by indicating that the helicopters were “Conforming” to all the NAPOLCOM specifications, Gaspar had prior knowledge of the NAPOLCOM specifications, and the contents of the Supply Contract and Purchase Order.²⁹ This is absurd.

As shown above, the CA’s ruling is inaccurate because the WTCD Report *did* show the helicopter’s non-compliance with the NAPOLCOM specifications. And as to Gaspar’s purported knowledge of the contents of the

²⁴ *Rollo*, p. 202.

²⁵ *Id.* at 234-235.

²⁶ *Id.* at 235.

²⁷ G.R. No. 215042, November 20, 2017, 845 SCRA 167.

²⁸ *Id.* at 183-184.

²⁹ *Id.* at 57-58.

Supply Contract and Purchase Order by indicating “Conforming” to most of the specifications, this is belied by the fact that the WTCD Report readily shows that it can be filled-up without any reference to the Supply Contract or the Purchase Order.

The left column enumerates the NAPOLCOM specifications, which was the basis for the inspection. The middle column shows the helicopters’ specifications. Finally, the right column shows the Remarks on the compliance or non-compliance of the helicopters with the NAPOLCOM specifications. Thus, when the WTCD Report states “Conforming” in the Remarks column, this meant that the helicopters’ specifications in the middle column conformed to the left column, which enumerates the NAPOLCOM specifications. No reference to the Supply Contract or Purchase Order was done as the only basis of comparison was the NAPOLCOM specifications. To infer that Gaspar had known of the contents of the Supply Contract or the Purchase Order because the WTCD Report states “Conforming” for most of the specifications is therefore absurd.

The Ombudsman also faults Gaspar for signing the WTCD Report without indicating that the helicopters were not brand new.³⁰ This is also nonsensical and downright absurd.

The lack of determination on whether the helicopters were brand new or used did not mean that Gaspar, by simply affixing his signature thereto, was representing that the helicopters were brand new or that he concealed the truth. It is absurd to find Gaspar administratively liable for not stating that the helicopters were not brand new because the task of the signatories to the WTCD Report was to check the compliance with the NAPOLCOM specifications. The requirement that the helicopters be brand new is not listed in the NAPOLCOM specifications, and is not where Gaspar’s administrative liability hinges on. His liability hinges on whether the WTCD Report correctly assessed the compliance or non-compliance with the NAPOLCOM specifications, which, as shown above, it did.

As the Court held in *Bernaldo v. Ombudsman*³¹ (*Bernaldo*), although substantial evidence is the lowest level in terms of hierarchy of evidentiary values, this does not mean that administrative tribunals may rely on flimsy, unreliable, and conjectural evidence.³² The Court further ruled in *Bernaldo* that if the Ombudsman’s decision is not supported by substantial evidence but based on speculations, surmises, and conjectures, this is sufficient reason to overturn the decision.³³

In fact, this is not the first time that the Court has had to reverse the Ombudsman’s ruling on the administrative liability of some government officials involved in this transaction because the Ombudsman’s findings were not supported by substantial evidence.

³⁰ See *id.* at 56-57.

³¹ G.R. No. 156286, August 13, 2008, 562 SCRA 60.

³² *Id.* at 79.

³³ *Id.*

In *Philippine National Police-Criminal Investigation and Detection Group (PNP-CIDG) v. Villafuerte*³⁴ (*Villafuerte*), the Court held that mere drafting of resolutions of the Negotiation Committee, Bids and Awards Committee (BAC), the Supply Contract, and the Notice to Proceed as a member of the BAC Secretariat and upon the instruction of his superior officer was not sufficient to support a finding of administrative liability. The Court held that the respondent therein only relied on the decisions of the BAC and only complied with instructions given to him.

And in *Lukban*, the Court ruled that mere signing under the word “Noted by” in the Inspection Report Form is not sufficient to support a finding of administrative liability when the petitioner therein was able to establish that he had no participation in the inspection of the helicopters and his function was limited to accounting and fund or resource management.³⁵

The Court reminded in *Villafuerte* and *Lukban* that the Ombudsman should exercise utmost circumspection in its pursuit of justice. It must temper its zeal to prosecute erring public officials with evidence.

The rulings in *Bernaldo*, *Villafuerte*, and *Lukban* apply here. The findings of the Ombudsman were not only mere conjectures but they were also contrary to the clear wording of the WTCD Report, the Ombudsman’s own conclusions, and the Court’s ruling in *Piano*. To repeat, the WTCD Report clearly reflected that the helicopters failed to comply with the NAPOLCOM specifications. Gaspar cannot therefore be held administratively liable for having signed an accurate report as there is nothing in the WTCD Report which shows that Gaspar distorted or concealed the truth, or that he caused serious damage to the government or that he abused his authority as the WTCD Report reflected that the helicopters failed to meet the NAPOLCOM specifications. His conduct did not also tarnish the image and integrity of his public office, thus his act of signing an accurate report is not considered as conduct prejudicial to the best interest of the service.

WHEREFORE, premises considered, the Petition is **GRANTED**. The Decision dated March 11, 2015 and Resolution dated December 28, 2016 of the Court of Appeals in CA-G.R. SP No. 127718 are **REVERSED** and **SET ASIDE** and petitioner Claudio Delos Santos Gaspar, Jr. is hereby **EXONERATED** from the administrative charges against him in OMB-C-A-11-0758-L.

SO ORDERED.




ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

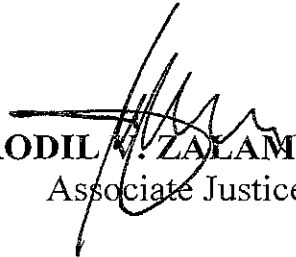
³⁴ G.R. Nos. 219771 & 219773, September 18, 2018, 880 SCRA 305.


³⁵ *Lukban v. Carpio-Morales*, supra note 19, at 13-15.

WE CONCUR:


ALEXANDER G. GESMUNDO
Chief Justice
Chairperson

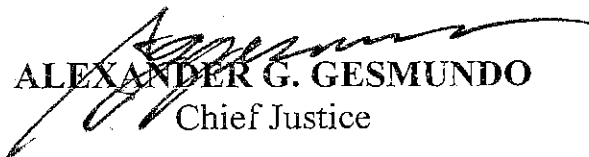

ROSMARI D. CARANDANG
Associate Justice


RODIL V. ZALAMEDA
Associate Justice


SAMUEL H. GAERLAN
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.


ALEXANDER G. GESMUNDO
Chief Justice

