

REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON MAY 17, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Rolando M. Villasencio,	SP Member, Majority Floor Leader
Vincent L. Rama,	SP Member, Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III	SP Member
Mariano Y. Corro,	Ex-Officio SP Member
	Chapter President, Liga ng mga Barangay ng Ormoc

ON LEAVE:

Mario M. Rodriguez	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar	SP Member, Asst. Minority Floor Leader

RESOLUTION NO. 2018-110

**A RESOLUTION APPROVING THE DISMISSAL OF THE
ADMINISTRATIVE CASE NO. 2017-04 FILED BEFORE THE
14TH SANGGUNIANG PANLUNGSOD OF ORMOC CITY
ENTITLED: ELVIRA DAPITON AS COMPLAINANT -VERSUS-
ALLAN BULADO RESPONDENT.**

WHEREAS, the Sangguniang Panlungsod is authorized by law to hear and decide administrative complaints filed against elected barangay officials, with power to impose appropriate sanctions or penalties;

WHEREAS, in the exercise of the power, the Sanggunian took cognizance of the Complaint, docketed as Administrative Case No. 2017-04, filed by Elvira Dapiton against Allan Bulado of Barangay Matica-a, Ormoc City, and constituted the Body as a Committee of the Whole to hear the charges;

WHEREAS, upon perusal of the complaint, the same was bereft of any verification and filed not in accordance with Section 61 of Republic Act 7160, otherwise known as the Local Government Code (LGC), which governs the form of filing of administrative complaints against erring elective officials with the concerned Sanggunian and which requires that a complaint shall be verified;

WHEREAS, an Order was sent to the Complainant on February 1, 2018 directing the same to comply with the legal requirements under Section 61 of R.A. 7160 and the City Ordinance No. 001 s 2016 to submit a verified complaint within ten (10) days from receipt of the said Order;

WHEREAS, the said order also included the agreement of the parties to explore avenues for amicable settlement and that the Committee appointed SP Member Benjamin Pongos, being the Councilor-In-charge for Barangay Maticaa, Ormoc City to help the parties in settling their dispute;

WHEREAS, the Order was duly received by the Complainant herself on February 2, 2018;

WHEREAS, during the May 3, 2018 caucus of the 14th Sanggunian, SP Member Pongos manifested that the parties verbally reached an amicable settlement but when the draft compromise agreement was furnished to the parties, both parties refused to affix their signatures and that he is returning the case to the Committee for appropriate action, copy of the report of SP Member Benjamin Pongos, Jr. is hereto attached forming an integral part of this resolution;

WHEREAS, the complainant failed to comply with the February 01, 2018 Order;

WHEREAS, Rule III of the Ordinance titled "Rules of Procedure in the Conduct of Administrative Investigation by the Sangguniang Panlungsod of Ormoc City" provides that:

"SECTION 8. Form of Complaint – No complaint against any elective barangay official shall be given due course unless the same is in writing and verified under oath. X x x

Non-compliance with the foregoing requirements shall cause the dismissal of the complaint, at the discretion of the Sanggunian."

WHEREAS, the Committee of the Whole finds the dismissal proper and meritorious considering the parties' refusal to sign the compromise agreement and the failure of the complainant to submit a verified complaint as required under Section 8 of the City Ordinance No. 001 series of 2016;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Vice-Chairman, Committee on Good Government, jointly seconded by SP Members Tomas R. Serafica and Mariano Y. Corro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION APPROVING THE DISMISSAL OF THE ADMINISTRATIVE CASE NO. 2017-04 FILED BEFORE THE 14TH SANGGUNIANG PANLUNGSOD OF ORMOC CITY ENTITLED: ELVIRA DAPITON AS COMPLAINANT –VERSUS– HON. ALLAN BULADO AS RESPONDENT;


ADOPTED, May 17, 2018.

RESOLVED, FINALLY, that copies of this resolution be furnished each to the City Mayor Richard I. Gomez; the OIC-City Director, DILG; Engr. Jesus D. Jeremy Bagares; the Office of the Liga ng mga Barangay ng Ormoc; the Complainant; the Respondent, and other offices concerned.

Res. No. 2018-110

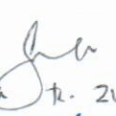
CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer


ELVIRA DAPITON
Complainant
5/23/18

Allan Belado
Respondent

Republic of the Philippines
SANGGUNIANG PANLUNGSOD
Ormoc City

ELVIRA G. DAPITON,
Complainant,

-versus-

ADM. CASE NO. 2017-04

For:

HON. ALLAN BOLADO,
Respondent.

X-----X

MEMORANDUM REPORT

COME NOW, the undersigned, as Vice Chairman of the Sanggunian's Committee on Good Government, most respectfully submits and presents this Memorandum Report in the above-titled case and avers THAT:

1. Sometime in February 2018, the Committee on Good Government (Committee) of the 14th Sangguniang Panlungsod of Ormoc, through the undersigned, its Vice Chairman, Sangguniang Panlungsod ng Ormoc (SP) Member Benjamin S. Pongos, Jr., thru mediation, initiated earnest efforts for the amicable settlement between Mrs. Elvira G. Dapiton and Mr. Allan C. Bulado, Complainant and Respondent, respectively, in Administrative Case No. 2017-04 of this Sanggunian, with their full consent;

2. At the onset of said mediation efforts, both parties had expressed genuine interest and willingness to settle amicably thru a Compromise Agreement that shall then contain all terms and conditions agreeable by both;

3. It was further agreed by the parties that said Agreement, which was consequently prepared by the undersigned upon approval by the parties, shall be thoroughly examined and perused by their respective lawyers for the purpose of ensuring that their respective interests are protected, a copy of the Compromise Agreement is hereto attached as Annex "A";

4. Respondent's counsel, upon his review of the Agreement, however, made suggestions for the incorporation of changes on certain items on the same which, according to his understanding, were allegedly prejudicial to his client's interests;

5. Complainant's counsel upon his own review, on the other hand, had a different proposition on the Agreement in mind – he suggested that the parties completely do away with the signing of the Agreement and instead have the Respondent sign an Undertaking that shall have him commit and abide by certain acts and obligations as a precondition for his working towards the dismissal of the Case;

6. An Undertaking was thereafter prepared by Complainant's counsel, a copy of which was then submitted to the Office of the undersigned, and served on the Respondent sometime in March 2018;

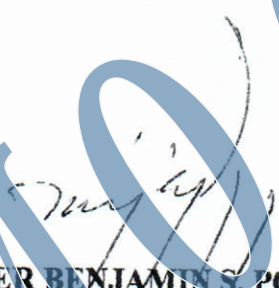
7. Thereafter, undersigned's staff made several follow ups on the Respondent with regards to his response to the Undertaking on the following dates: March 15, 2018, April 4, 2018 and April 5, 2018, but regrettably Respondent rendered none at all;

8. It was only sometime in the middle of April 2018 that Respondent finally personally communicated to undersigned's Office his response to the Undertaking avenue, and it was that as per advice by his counsel, he refused to have anything to do with it at all;

9. Thus, it is very clear that despite full and earnest efforts by the undersigned to reach an amicable settlement to the herein Case, the same has indubitably reached a dead end, leaving the undersigned, therefore, with no other recourse but to most respectfully have it remanded back to the Committee for its further appropriate action and consideration.

Respectfully submitted.

May 02, 2018.


SP MEMBER BENJAMIN S. PONGOS, JR.
Vice Chairman, Committee on Good Government
14th Sangguniang Panlungsod

COMPROMISE AGREEMENT

This Compromise Agreement executed this _____ at Ormoc City, Leyte, by and between:

ELVIRA G. DAPITON, Filipino, of legal age, marriage and with residence at Barangay Valencia, Ormoc City, Leyte, hereinafter referred to as "COMPLAINANT"

-and-

ALLAN C. BULADO, Filipino, of legal age, marriage and with residence at Barangay Matica-a, Ormoc City, Leyte, hereinafter referred to as "RESPONDENT".

WITNESSETH: That -

WHEREAS, COMPLAINANT and RESPONDENT are parties to an administrative case pending before the 14th Sangguniang Panlungsod ng Ormoc (Sanggunian) docketed as Administrative Case No. 2017-04, with the former currently working as a Master Teacher I in Valencia Central School, Ormoc City, and the latter serving as an incumbent member of the Sangguniang Barangay of Barangay Matica-a, Ormoc City;

WHEREAS, the allegations in the pleadings are basically the following:

- 1) That the controversy stemmed from a lease entered into over two (2) parcels of rice land (leased properties) located in Brgy. Matica-a, Ormoc City, Leyte sometime in April 2016 by COMPLAINANT as lessee, and spouses Eutemio Dela Cruz and Jereme G. Dela Cruz, owners of the leased properties, as lessors;
- 2) That sometime in 2016, the lessors suffered serious marital rift so that only Jereme G. Dela Cruz was able to actually execute a document evidencing the lease over the leased properties in favor of COMPLAINANT as lessee;
- 3) That COMPLAINANT was in peaceful and useful possession of said leased properties from the start of the lease in 2015 until sometime in October 2017 when she discovered to her chagrin that RESPONDENT, under the instructions of owner Eutemio Dela Cruz, was surreptitiously tilling without COMPLAINANT's consent the leased premises;
- 4) That a barangay mediation proceeding was conducted between owner Eutemio Dela Cruz and the COMPLAINANT where RESPONDENT was also summoned and that during the said proceeding, the allegation of the said lease had already been clarified and that there was no such contract;
- 5) That despite COMPLAINANT's serious efforts to stop him from doing so, including resort to barangay conciliation, RESPONDENT still continued to till the leased properties under instructions of Eutemio Dela Cruz, thus prompting the former to file said administrative case;

DRAFT COMPROMISE AGREEMENT
DAPITON VS BULADO

6) That RESPONDENT, in good faith, without any intention of dispossessing the COMPLAINANT of subject parcel of land, worked on the same for a fee on certain occasions to earn an honest income as a farmer upon the instructions of EutemioDela Cruz believing that the latter is the owner of the same and has all the right to possess and enjoy it;

7) That the RESPONDENT avers his innocence from the insinuations of the COMPLAINANT that he acted in violation of his oath as a barangay official, and further avers that his alleged violation are not related to his office; and

8) That the RESPONDENT feels harassed of the incident and avers that he is not part and should not be made part of any machinations of the COMPLAINANT and EutemioDela Cruz in their actuations trying to dispossess each other of the subject land;

WHEREAS, for the purpose of amicably settling the dispute subject of the Case to the full satisfaction of the parties, efforts towards said end were exerted under the initiative of the Sanggunian;

WHEREAS, eventually the amicable settlement efforts successfully led to positive results, with the parties mutually agreeing to cause the termination of the Case subject to the terms and conditions provided in this Agreement;

NOW THEREFORE, in consideration of the foregoing and the further covenants hereinafter set forth, the parties fully, freely and knowingly mutually agree **THAT**:

1. From the time this Agreement becomes enforceable and effective, RESPONDENT shall refuse or refrain, directly or indirectly, from performing any type of activity or work on the leased properties for any agricultural or commercial purposes under the instructions or on behalf of EutemioDela Cruz.
2. In consideration of immediately foregoing, COMPLAINANT shall cause the termination or withdrawal of the Case filed before the Sanggunian.
3. This Compromise Agreement shall not in any manner affect or prejudice other cases by the parties involving the same or related subject matter or cause of action.
4. Both parties have executed this Agreement by their own voluntary act and deed and in their mutually agreed terms; they warrant further, that they did so with the full understanding of its nature and its consequence to the pending Case.
5. In consideration of this Compromise Agreement, the parties or their assigns hereby waive, renounce and forever quitclaim only all their respective claims and counterclaims that are subject of the instant action.
6. The foregoing covenants are not contrary to law, morals, or public policy and the parties bind themselves to comply strictly with their undertakings.

DRAFT COMPROMISE AGREEMENT
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7. The parties shall abide with the provisions of this Compromise Agreement in utmost good faith and they additionally declare that the same have been fully explained to them in a language understood by them by their respective counsels.

IN WITNESS WHEREOF, parties herein affixed their signatures on the date and place above written.

ELVIRA G. DAPITON
COMPLAINANT

ALLAN C. BULADO
RESPONDENT

Signed in the presence of:

DEMO COPY

DRAFT COMPROMISE AGREEMENT
DAPITON VS BULADO