

SECOND DIVISION

[A.M. NO. MTJ-05-1575 (FORMERLY A.M. OCA IPI NO. 98-483-MTJ), January 31, 2005]

YOLANDA S. REYES, COMPLAINANT, VS. JUDGE MARVIN B. MANGINO, MUNICIPAL TRIAL COURT, TARLAC, TARLAC, BRANCH 1, RESPONDENT.

DECISION

CALLEJO, SR., J.:

The instant administrative case arose when Yolanda S. Reyes filed a verified Affidavit-Complaint dated January 16, 1998 charging Judge Marvin B. Mangino with gross ignorance of the law, extortion, graft and corruption, fraud and deception, relative to Criminal Case No. 200-97 entitled "*People of the Philippines v. Spouses Felix and Yolanda Reyes*," for other deceits punishable under Article 318 of the Revised Penal Code.

The complainant averred that she was one of the accused in the said case. Upon receipt of the criminal complaint and after the filing of an *ex-parte* motion for the conduct of preliminary investigation, the respondent Judge issued a warrant of arrest and a writ of preliminary attachment. No preliminary investigation was, however, conducted. This prompted the complainant to post a cash bond, to file an *ex-parte* motion for the lifting of the preliminary attachment and to request the court to conduct a preliminary investigation. The respondent Judge merely directed the private prosecutor to oppose or comment on the motion, instead of setting the case for preliminary investigation as required under Rule 112 of the Rules on Criminal Procedure. The complainant also alleged that the respondent Judge convinced her and her husband not to pursue the issue of the absence of preliminary investigation and the lack of jurisdiction of the court, on the assurance that he would dismiss the case after their arraignment; double jeopardy would then set in, to their advantage.

The complainant further narrated that at 11:00 a.m. of September 18, 1997, the respondent and two unidentified companions went to their residence in Norzagaray, Bulacan. Only their secretary, Chona Guzman, happened to be there. She entertained and gave the visitors some snacks. Chona Guzman contacted her through radio. The complainant was apparently in Manila attending a conference at the Department of Public Works and Highways, and Ms. Guzman informed her that the respondent Judge and his two companions were waiting for her. The respondent then spoke to the complainant and told her that he wanted to see her regarding the case, and suggested that they meet at the lobby of the Manila Hotel at 2:00 p.m. The complainant acquiesced, and immediately contacted her lawyer, Atty. Wilfredo Garcia at his office in Intramuros, Manila, to inform him of the impending meeting with the respondent Judge. The complainant narrated the succeeding events that transpired as follows:

19. That at the scheduled place and time, I came together with my counsel Atty. Wilfredo T. Garcia. I also instructed my Liaison Officer Nida Diokno to proceed at the said place to bring some money for expenses. At the Manila Hotel lobby, we met Judge Marvin Mangino, who came ahead of us and seated at the sofa with an unidentified male companion. He again assured us of his commitment to dismiss the case in our favor and this will happen immediately after the prosecution had rested their case. He further advised my counsel to file immediately a Demurrer to Evidence which will be his legal basis for dismissing the case. He further told us that in order not to detect his biases in our favor, he proposed that the Demurrer to Evidence will be dismissed first, and after that he advised us not to present our evidence or defense anymore and let the case be submitted for early decision on the basis of demurrer to evidence on file.

20. That with Judge Marvin Mangino's personal commitment and assurances done in the presence of my counsel, my Liaison Officer Nida Diokno, who all saw and heard Judge Marvin Mangino of his promises and assurances, Judge Mangino whispered to me for a "little representation" that he needs, considering that he is on an official business for three (3) days to attend the conference of judges at Subic and he just beg (sic) off that day so that he could see and talk to me personally about our case.

21. That I agreed to give him that "little representation" in the amount of P20,000.00, which I placed inside a white envelope in P1,000.00 peso bill denomination. This matter of giving money happened at around 3:00 p.m. after we had taken our snacks at the coffee shop of the Manila Hotel, as witnessed by our counsel and Ms. Diokno.

22. Thereafter, the prosecution finished the presentation of their evidence and rested their case. My counsel, Atty. Garcia, then submitted his Demurrer to Evidence which, after submission, Judge Marvin Mangino ordered the denial of the same on the ground of prohibited pleadings or motions. Such order of the court is actually erroneous, because the rules on summary procedure do not include Demurrer to Evidence as one of those prohibitive pleadings. Such order by Judge Marvin Mangino will show his gross ignorance of the law. Copy of the said Order dated October 20, 1997 is hereto attached as Annex "L" and copy of the Demurrer to Evidence as Annexes "M," "M-1" to "M-5."

23. That relying in good faith on Judge Marvin Mangino's assurances and promises that he would eventually dismiss the case on the arguments raised at the Demurrer to Evidence, and this was coupled by the fact that Judge Marvin Mangino even called me at our residence in Bulacan to convey his assurances of the dismissal of the case. He even suggested not to appear anymore and just file the manifestation of not presenting anymore our defense evidence pursuant to the proposed strategy he laid out. Then my counsel submitted the said Manifestation dated October 29, 1997. Copy of the said Manifestation is hereto attached as Annex "N."

24. That on October 29, 1997, the court issued an order noting the absence of the accused and the manifestation filed by our counsel of not

filing any defense evidence other than the Demurrer to Evidence, Motion to Dismiss and our respective Counter-Affidavits as our defense evidences. Copy of the said Court Order is hereto attached as Annex "O."

25. That prior to that, there is an earlier order of the court dated October 27, 1997, stating that both accused and counsel failed to appear. Whereupon, the prosecution moved that this case be deemed submitted for decision based on the evidence obtained. Which order will show that we were made to believe that Judge Marvin Mangino is following to the letter his proposal that we don't have to appear and have the case submitted for decision without any presentation of defense evidence. Copy of said Order is hereto attached as Annex "P."

26. That on November 12, 1997, a Notice of Promulgation of Judgment was sent by Judge Marvin Mangino to my counsel Atty. Garcia and Private Prosecutor Atty. Teddy Macapagal, setting the promulgation on November 24, 1997 at 1:30 p.m. Copy of the said notice is hereto attached as Annex "Q."

27. That again on November 24, 1997, Judge Marvin Mangino called up and relayed to us not to appear anymore, as he would be waiting for an additional sum of money in the amount of P40,000.00 in cash, as part of the "goodwill money" for the favor that he would be giving to us.

28. That on November 27, 1997, heeding the advice of Judge Marvin Mangino to bring the P40,000.00 cash, I sent the same through Mr. Ruel de Castro, my counsel's liaison officer, who delivered the money at Judge Marvin Mangino's chamber office. Upon receipt of the money, he promised Mr. de Castro that he would just send the copy of the decision through mail, as it is no longer practical that he should promulgate the decision in open court. The matter of giving the P40,000.00 is contained in the affidavit of Mr. Ruel de Castro, copy of which is hereto attached as Annexes "R" to "R-1."

29. That having received the amount of P40,000.00 plus the P20,000.00 initially requested when he visited our residence in Norzagaray, Bulacan, my husband and I waited for the promulgation of judgment through mail as promised by Judge Marvin Mangino.

30. That on December 23, 1997, surprise of all surprises, I received a copy of the Decision through mail, stating that my husband and I were found guilty of the crime of Other Deceits and liable to pay the civil liability of P7,969,033.62. These were totally contrary to the promises and sweet words of Judge Marvin Mangino who has deceived, tricked and fooled us to get our trust and money with the total amount of P60,000.00.

The complainant averred that the promulgation of judgment in the said case was a direct violation of Section 6, Rule 120 of the Rules on Criminal Procedure, which requires the promulgation of judgment to be read in the presence of the accused. Moreover, the order of conviction was bereft of truth, factual and legal basis, and was issued in violation of their right to due process.

The respondent Judge denied the complainant's allegations in his Comment^[1] dated April 16, 1998. Contrary to the allegations of the complainant, due process of law was applied in the instant case. The respondent explained that there was a valid criminal complaint and preliminary examination considering that there was an application for a writ of attachment, a supersedeas bond for the said writ, as well as for the accused. There was, likewise, an arraignment, a pre-trial conference, and, thereafter, trial on the merits, where the accused had the opportunity to cross-examine the witnesses for the prosecution. While hearing was set for the accused-complainant to present her evidence, she failed to do so.

The respondent Judge, however, admitted that on the promulgation date of the decision, only the prosecutor, the complainant, the private prosecutor and the counsel for the accused appeared, and agreed among themselves that they would just receive copies of the decision. The respondent stressed that the accused filed an appeal, which was given due course, and the records, thereafter, forwarded to the Regional Trial Court of Tarlac for review.

The respondent insisted that he only had the opportunity to talk with the parties and their respective counsels at the scheduled pre-trial conference. He claimed that the complainant's allegations were false, considering that even the latter's counsel would know that the practice of making "assurances" to a party is a breach of professional ethics and worse, a contemptuous one.^[2]

The administrative matter was referred to Executive Judge Arsenio P. Adriano, Regional Trial Court, Tarlac, Tarlac, for investigation, report and recommendation.^[3]

The Executive Judge, thereafter, submitted a Report dated February 14, 2001 and made the following findings:

With respect to the charge of gross ignorance, the judgment of conviction by Judge Mangino was appealed to the Regional Trial Court, Branch 63, presided by the undersigned. The undersigned rendered a decision acquitting the spouses Felix and Yolanda Reyes. A copy of the decision is attached with the records (Pages 122 to 125). This decision therefore contains the findings of fact and conclusions of law of the undersigned which need not be repeated herein.

With respect to the charge of extortion, graft and corruption, complainant Yolanda Reyes alleged that Judge Marvin Mangino received from her P60,000.00 in consideration of a favorable decision or acquittal.

Judge Mangino went to her house at Norzagaray, Bulacan on September 18, 1997 but since she was in Manila, they agreed to meet at the Manila Hotel, at 2:00 p.m. of the same day. Judge Mangino received the P20,000.00 while at the Manila Hotel.

Judge Mangino also received the sum of P40,000.00 from Ruel de Castro, the liaison officer of Atty. Wilfredo Garcia, then the lawyer of complainant.

To disprove the charge, Judge Mangino alleged that he could not be at the Manila Hotel at 2:00 p.m. of September 18, 1997 because he solemnized two marriages at 10:00 a.m. of that day. He could not have reached Manila Hotel by 2:00 p.m. since he has to travel from Tarlac City to Manila after the solemnization of the marriages. The marriage contracts were submitted as pages 65 and 66 of the records.

The undersigned set the hearing on February 5 and 12, 2001 but only respondent appeared. The complainant did not appear although her lawyer, Atty. Wilfredo Garcia received the notice personally on January 18, 2001, as shown by his signature on the face of the notice.

The undersigned also wrote letters to the contracting parties appearing in the marriage contracts namely:

1.-Ricky Quinto
Dulce David
San Manuel, Tarlac City

2.-Vicente Lagadi, Jr.
Balete, Tarlac City

It is the intention of the undersigned to verify from them as to whether or not their marriages were solemnized by the respondent Judge on September 18, 1997.

Since they have not appeared before the undersigned as of February 12, 2001, the undersigned personally went to see them at their residences.

The undersigned learned startling revelations. Spouses Ricky Quinto and Dulce David affirmed before the undersigned that they were married on September 4, 1997 solemnized by the respondent Judge and not on September 18, 1997. They were positive that it was not on September 18, 1997 but on September 4, 1997 that was why they were wondering why when they received the copy of the marriage contract, which was given to them sometime after September 4, 1997. Dulce David even invited the attention of her co-teachers on the error. She thought it was a mere typographical error.

Vicente Lagadi, Jr. and his mother Carmen Gabriel told the undersigned that the date of the marriage of Vicente Jr. and Eliza Bustamante is August 27, 1997 because this is the birthday of Eliza Bustamante. It is not September 18, 1997 as stated in the marriage contract. Vicente Jr. noticed the error because they received a copy of the marriage contract sometime after the marriage. He also thought that it was a mere typographical error. Vicente Jr. also showed me the birth certificate of his daughter and the date of his marriage with Eliza Bustamante as appearing therein is August 27, 1997.

The undersigned already received derogatory informations about Judge Mangino. It is known that he solemnizes marriages even before the licenses are issued. Probably in this case, he placed the date of the