

EN BANC

[A.M. No. MTJ-17-1889 [Formerly OCA IPI No. 16-2822-MTJ], September 03, 2019]

RE: ANONYMOUS COMPLAINT AGAINST PRESIDING JUDGE ANALIE C. ALDEA-AROCENA, MUNICIPAL TRIAL COURT IN CITIES, BRANCH 1, SAN JOSE CITY, NUEVA ECIIJA.

DECISION

PER CURIAM:

This case stemmed from an anonymous complaint against Judge Analie C. Aldea-Arocena (Judge Arocena) of the Municipal Trial Court in Cities (MTCC), Branch 1, San Jose City, Nueva Ecija for conduct unbecoming of a judge and abuse of authority.

The Facts

Upon receipt of the anonymous complaint^[1] by the Office of the Deputy Court Administrator Jenny Lind R. Aldecoa-Delorino on July 3, 2014, the Office of the Court Administrator (OCA) ordered Executive Judge Cynthia Martinez-Florendo (Judge Florendo) of Regional Trial Court (RTC), San Jose City, Nueva Ecija to conduct an investigation and submit a report on the matter.^[2]

The anonymous complaint contained four accusations:

First, Judge Arocena was frequently seen talking to litigants inside or outside the office, and would utter prejudging remarks on cases pending before her court.^[3]

In Judge Florendo's November 4, 2014 Report, she discovered that there is truth to the allegations. Judge Arocena would convince the litigants to settle the case; otherwise, she would rule against them for after all she is the presiding judge.^[4]

Second, it has been Judge Arocena's habit to tell the accused to admit the charge/s against him/her, because as judge, she knows that the accused would be convicted. For those convicted, she would threaten them not to appeal his/her conviction, because they would lose their right to probation.^[5]

Judge Florendo also found truth to the said allegations. She further reported that one lawyer revealed that Judge Arocena penalized an accused based on a law different from that charged in the Information. The accused was charged and convicted of violation of Republic Act (R.A.) No. 3553^[6] for possession of a deadly arrow. However, Judge Arocena imposed the penalty of fine of P1,000.00 under Batas Pambansa Bilang 6,^[7] which is not the law violated as indicated in the Information. The error was not corrected because upon filing of a notice of appeal, Judge Arocena denied it.^[8]

Third, the anonymous complaint avers that Judge Arocena has no *delicadeza*, because she hears and decides cases involving the cooperative, in which her husband is a member of the board of directors. She also mistreated the defendants, and the cooperative did not pay the legal and filing fees.^[9]

The Report shows that Judge Arocena's husband, Ferdinand D. Arocena, is one of the board of directors of Self-Reliant Team Primary Multi-Purpose Cooperative (Self-Reliant Cooperative), who filed two civil actions (Civil Case Nos. [09]3849 and [09]3851)^[10] for collection of money against Teresita M. Palma (Palma) and Rowena C. Anicete (Anicete). The actions were pending before Judge Arocena's court, and she did not inhibit from them.^[11]

The Report further mentions that at the time of filing of the civil cases on February 17, 2009,

cooperatives were exempted from payment of legal fees, which explained why no court fees were collected. It was only when OCA Circular 42-2012 took effect on May 7, 2010 that cooperatives were required to pay legal fees.^[12]

The Report notes that the penalty of 30% per annum was not indicated in the promissory note.^[13] However, the Court's own examination of records uncovers that there is a penalty of 2.5% per month or 30% per annum specified in the promissory note.^[14] The Statements of Account attached to the Report are the bases of the compromise agreements, which Judge Arocena approved.^[15] However, Judge Florendo observed that the interest and penalty rates are against the law and public policy for being iniquitous and unconscionable, which Judge Arocena should have disapproved.^[16]

Lastly, the anonymous complaint alleges that Judge Arocena went abroad in March 2009 without a travel authority from the Court.^[17] The Report reveals that Judge Arocena attended a church activity in Singapore in March 2009.^[18] A certification from the Office of the Administrative Services states that she did not file any application to travel abroad in May 2009.^[19]

In her Comment, Judge Arocena denied the accusations against her. She claimed that she is not influenced by anyone, nor has a reputation of favoring anyone and/or receiving bribe money. She contended that lawyers represent the litigants to protect their respective rights and interests, including those in Civil Case Nos. (09)3849 and (09)3851. As for the latter cases, she rendered a decision based on a submitted compromise agreement. Finally, she insisted that she secured a permit to travel from the Court when she went to Singapore in March 2009.^[20]

Considering the gravity of the allegations against Judge Arocena and in compliance with the basic rules on evidence, the OCA required the submission of affidavits of the individuals interviewed during the investigation.^[21]

In the July 11, 2016 Compliance, Judge Florendo explained that the lawyer she interviewed refused to execute an affidavit to avoid getting the ire of Judge Arocena as he/she is continuously appearing before her court.^[22] Judge Florendo subpoenaed three witnesses to appear before her court. One of them was the accused in the criminal case for violation of Anti-Deadly Anow Law. However, he could no longer be found in his last known address and had abandoned his appeal. The two other witnesses were the defendants in the civil actions filed by Self-Reliant Cooperative. They refused to execute an affidavit, but were willing to be questioned under oath.^[23]

In her affidavit, Palma admitted borrowing P44,735.35 from Self Reliant Cooperative, and that Judge Arocena talked to her to settle the amount on installment basis. Palma stressed that she did not sign a compromise agreement nor agreed to pay P97,000.00 as stated in the July 6, 2009 MTCC Decision. Palma only assented to pay the principal amount of P44,735.35, of which a portion was paid. Thus, it was a surprise for her to read the decision stating that she consented to a compromise agreement of P97,000.00.^[24]

On the other hand, Anicete also admitted in her affidavit that she borrowed P46,395.60 from Self-Reliant Cooperative. Like Palma, Anicete did not sign a compromise agreement nor acceded to pay P127,609.00 as stated in the September 9, 2009 MTCC Decision. She was surprised how the principal amount of P46,395.60.00 ballooned to P127,609.00 because she paid some amount and expected to have lesser remaining balance. She revealed that there was a verbal agreement entered into in Judge Arocena's chamber that she will pay any amount during harvest time. She also disclosed that she did not receive a copy of the court's decision.^[25]

The OCA's Recommendation

On October 19, 2016, the OCA issued a Memorandum containing its evaluation of the administrative matter. As to the allegations that Judge Arocena convinced litigants to settle their civil actions, and influenced accused to plead guilty to the charge/s or not to appeal their conviction, the OCA found the accusations unsubstantiated due to the refusal of the persons interviewed to execute a sworn statement.^[26]

As to the compromise agreement, the OCA ruled that the records show that the Motions for Judgment Based on Compromise Agreement for Civil Case Nos. (09)3849 and (09)3851 were signed by Palma and Anicete; thus, the July 6, 2009 and September 9, 2009 Decisions were in order.^[27]

As to the inhibition, Judge Arocena did not deny that her husband is a member of the board of directors of Self-Reliant Cooperative. The OCA held that there were ethical violations, particularly Rule 3.12,^[28] Canon 3 of the Code of Judicial Conduct; Section 1, Rule 137 of the Rules of Court;^[29] and Sections 1 and 2, Canon 2^[30] of the New Code of Judicial Conduct for the Philippine Judiciary. The OCA explained that Judge Arocena's failure to inhibit from the civil actions created an appearance of impropriety and put a question on the trial court's integrity.^[31]

As to the lack of travel authority from the Court, the OCA determined that there is merit to the allegation because there is no record in the Office of Administrative Services (OAS) of OCA that Judge Arocena applied for a travel authority in 2009 when she went to Singapore. Judge Arocena violated Paragraphs B(2) and (4) of OCA Circular No. 49-2003^[32] on the procedure and requirements before traveling abroad.^[33] The lack of travel authority is a violation of reasonable office rules and regulations, which is a light offense under the Revised Rules on Administrative Cases in the Civil Service.^[34]

The OCA explained that Section 9, Rule 140 of the Rules of Court provides that a violation of Supreme Court rules is a less serious charge. Section 11 of the same rule states that the following sanction may be imposed: (a) suspension from office without salary and other benefits for not less than one month nor more than three months; or a fine of more than P10,000, but not exceeding P20,000.00.^[35]

The OCA elucidated that Section 50, Rule 10 of the Revised Rules on Administrative Cases on the Civil Service, provides that if the respondent is found guilty of two or more charges/counts, the penalty to be imposed should be that corresponding to the most serious charge and the rest shall be considered as aggravating circumstances.^[36]

The OCA determined that Judge Arocena is guilty of violation of: (1) reasonable office rules and regulations; (2) Section 1, Rule 137 of the Rules of Court; and (3) Rule 3.12, Canon 3 of the Code of Judicial Conduct, and recommended a penalty of fine of P15,000.00 with a stern warning that a repetition of the same and similar acts shall be dealt with more severely.^[37]

The Court's Ruling

The Court resolves to adopt with modification the OCA's recommendation.

The rule in administrative proceedings is that complainants bear the burden of proving their allegations in the complaint by substantial evidence.^[38] Here, the OCA was correct in ruling that the allegations that Judge Arocena convinced litigants either to settle their civil actions, or to plead guilty to the charge/s in criminal cases, or not to appeal the conviction were unsubstantiated due to the refusal of the persons interviewed to execute sworn statements. Hence, the accusations are baseless.

As to the matter of inhibition, the Court agrees with the OCA's ruling that Judge Arocena disregarded Section 1, Rule 137 of the Rules of Court, as amended, on mandatory disqualification of judges to sit on cases involving a family member or relative.

SEC. 1. Disqualification of judges. - **No judge or judicial officer shall sit in any case in which he, or his wife or child, is pecuniarily interested as heir, legatee, creditor or otherwise** or in which he is related to either party within the sixth degree of consanguinity or affinity, or to counsel within the fourth degree, computed according to the rules of the civil law, or in which he has been executor, administrator, guardian, trustee or counsel, or in which he has presided in any inferior court when his ruling or decision is the subject of review, without the written consent of all parties in interest, signed by them and entered upon the record. (Emphasis supplied)

Based on the provision above, a magistrate shall be mandatorily disqualified to sit in any case in which a judge, his/her spouse, or child, is pecuniarily interested as heir, legatee, creditor or otherwise.^[39] Here, Judge Arocena's husband is a member of the board of directors of Self-Reliant Cooperative, which has pending civil actions in her court. As a director, her husband has an interest in the outcome of the case, which should have been the basis of her inhibition. However, Judge Arocena failed to do so and violated Section 1, Rule 137 of the Rules of Court, as amended.

Furthermore, the Court resolves that Judge Arocena violated the provisions on impartiality and propriety of the 2004 New Code on Judicial Conduct for the Philippine Judiciary, which superseded the Canons of Judicial Ethics and the 1989 Code of Judicial Conduct.

CANON 3 IMPARTIALITY

x x x x

SEC. 5. Judges shall disqualify themselves from participating in any [proceeding] in which they are unable to decide the matter impartially or in which it may appear to a reasonable observer that they are unable to decide the matter impartially. Such proceedings include, but are not limited to, instances where

x x x x

(g) The judge knows that his or her spouse or child has a financial interest, as heir, legatee, creditor, fiduciary, or otherwise, in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceedings[.]

x x x x

CANON PROPRIETY

x x x x

SEC. 1. Judges shall avoid impropriety and the appearance of impropriety in all of their activities.

xxxx

SEC. 4. Judges shall not participate in the determination of a case in which any member of their family represents a litigant or is associated in any manner with the case.^[40]

In *Palon, Jr. v. Vallarta*,^[41] the Court explained that the rationale of the rule on disqualification of judges springs from the long-standing precept that a judge should not handle a case where there is a perception, rightly or wrongly, that he is susceptible to bias and partiality because of relationship or some other ground.

In another case, *In Re: Ong*,^[42] the Court emphasized the importance of impartiality and propriety in the conduct of the members of the bench, to wit:

A judge must not only be impartial but must also appear to be impartial x x x. Public confidence in the Judiciary is eroded by irresponsible or improper conduct of judges. A judge must avoid all impropriety and the appearance thereof. Being the subject of constant public scrutiny, a judge should freely and willingly accept restrictions on conduct that might be viewed as burdensome by the ordinary citizen.

x x x x

Judges must, at all times, be beyond reproach and should avoid even the mere suggestion of partiality and impropriety. Canon 4 of the New Code of Judicial

Conduct states that propriety and the appearance of propriety are essential to the performance of all the activities of a judge. (Citation omitted)

Here, a reasonable observer may perceive the spousal relationship between Judge Arocena. and a member of the board of directors of a cooperative, which has pending civil actions in her court, as cause for bias and partiality. In order to avoid a negative public perception, the right thing to do for a judge is to recuse from the case. However, Judge Arocena failed to do so in disregard of the canons on impartiality and propriety of the 2004 New Code on Judicial Conduct. Thus, Judge Arocena violated the tenets of the Court.

As to the compromise agreement, while the OCA ruled that Judge Arocena's Decisions in Civil Case Nos. (09)3849 and (09)3851 are in order because they were based on signed Motions for Judgment Based on Compromise Agreement, we find that they were rendered contrary to law, morals, and public policy due to excessive interests and penalties.

In Judge Florendo's Report, she observed that the statements of accounts were the bases of the compromise agreements, and the documents reflects iniquitous and penalties. We agree with Judge Florendo's observations. A summary of the loan details are as follows.^[43]

	Principal	Interest (21%) per annum	Penalty (30% per annum)	Total Obligation	Payment made	Outstanding Balance	Compromise Agreement Approved
Civil Case (09)3849	P44,735.38	P30,297.00	P36,571.00	P111,603.35	P44,000.00	P67,603.35	P97,000.00
Civil Case (09)3851	P44,395.60	P33,637.00	P33,464.00	P114,496.60	P17,000.00	P97,496.60	P127,609.00

Furthermore, in Civil Case No. (09)3851, Judge Arocena approved additional interest and penalty provisions in the Decision, and found them not contrary to law, morals, customs, public order, and public policy.

1. Defendant hereby admits indebtedness in favor of the plaintiff in the total amount of ONE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED NINE PESOS (P127,609.00) as of the signing of this document;
2. Defendant and plaintiff agreed that defendant will pay the said P127, 609.00 without interest, as follows:
 - a) September 3, 2009 P5,000.00
 - b) December 30, 2009 55,000.00
 - c) May 30, 2010 47,000.00
 - d) November 30, 2010 20,609.00

PROVIDED that any amount unpaid on due date shall earn interest at the rate of 21% per annum and penalty charge of 30% per annum.

3. x x x x

4. **This compromise agreement is not contrary to law, morals, good customs, public order and public policy and may be the basis of judgment in the instant case.**

WHEREFORE, **finding the said Compromise Agreement not contrary to law, customs, morals, public order and public policy, the same is hereby approved.** The parties are enjoined to comply strictly and faithfully with the terms and conditions of the said compromise agreement.^[44] (Emphases supplied)