

EN BANC

[**A.M. No. P-08-2555 [Formerly A.M. OCA IPI No. 08-2780-P], November 26, 2019**]

MARIA ROSANNA J. SANTOS, COMPLAINANT, VS. EMMA J. RAYMUNDO, CLERK III, BRANCH 69; GEORGE F. LUCERO, PROCESS SERVER, BRANCH 71; AND RONALD P. FAJARDO,* PROCESS SERVER, OFFICE OF THE CLERK OF COURT, ALL IN THE METROPOLITAN TRIAL COURT, PASIG CITY, RESPONDENTS.

DECISION

PER CURIAM:

Continuous failure to pay one's debt and ignoring the Court's directives are serious infractions of insubordination and contracting loans of money or other property from persons with whom the office of the employee has business relations. The latter is punishable by dismissal from the service.

The Facts

In a sworn letter-complaint dated March 24, 2008, complainant Maria Rosanna J. Santos (Santos) charged respondents Emma J. Raymundo (Raymundo), Clerk III, Branch 69; George F. Lucero (Lucero), Process Server, Branch 71; and Ronald P. Fajardo (Fajardo), Process Server, Office of the Clerk of Court, all in the Pasig Metropolitan Trial Court (MeTC), of conduct unbecoming of a court employee for failure to pay debts.^[1]

Raymundo borrowed a total of P100,000.00 from Santos, and issued checks as payment. However, they were dishonored upon presentment for payment because the account was closed. In November 2006, Lucero borrowed a total of P6,000.00, while Fajardo borrowed a total of P4,500.00 from Santos. When Santos was collecting the payments at the Pasig MeTC, the three respondents uttered invectives and other hurtful words to her in front of other court employees. Santos filed criminal and civil actions against the respondents for their failure to pay their debts. Believing that these actions are not enough, Santos also filed this administrative complaint against them.^[2]

In his Counter-Affidavit dated May 8, 2008, Fajardo denied the allegations of verbal altercation, and averred that it was Santos who publicly humiliated him in front of his co-workers and threatened him with bodily harm. Thus, he filed a criminal complaint for oral defamation, grave threats and unjust vexation against Santos. He asserted that he did not fabricate a story against Santos as proven by the public prosecutor's finding of probable cause for light threats.^[3]

He contended that the administrative complaint against him was filed to force him to

withdraw his criminal complaint, and that non-payment of debt is not a ground for an administrative complaint, but for a civil action. He prayed for the dismissal of the administrative complaint against him.^[4]

In his Affidavit dated May 8, 2008, Lucero also denied the accusations of verbal confrontation against him, but admitted having borrowed P10,000.00 from Santos. He alleged paying Santos and the last of which was on November 23, 2007. After that, Santos stopped collecting, probably due to the criminal complaint filed against her. He also claimed that Santos retaliated by fabricating a story against him.^[5]

In her Comment dated May 19, 2008, Raymundo likewise denied the allegation of quarrel, but admitted having a P100,000.00 loan from Santos. She claimed to have been paying her on installment basis and have made good some of the checks she issued her. She insisted that the checks were returned to her because of payment. She last saw Santos on September 26, 2007 when the latter collected from her. She accused Santos of attempting to take her mobile phone as payment for her loan. She maintained that Santos made up a story for her administrative complaint as leverage against the criminal action for grave oral defamation, grave coercion and attempted theft she filed against Santos.^[6]

In her Reply dated August 20, 2008, Santos contested that Raymundo paid her. The acknowledgment receipts that Raymundo attached showed that the payments came from Charito L. Medina (Medina), another borrower. The checks also indicated stamped marks "ACCOUNT CLOSED" and not "PAID." Further, while Raymundo signed the checks, Medina replaced them with cash as payment for her (Medina) loan; thus, Santos returned the checks. However, since Raymundo kept the checks, she presented them as proof of payment for her (Raymundo) loan.^[7]

Santos alleged that the criminal complaint against her was dismissed because it was based on lies. On the other hand, she filed 21 counts of violation of Batas Pambansa Bilang 22 (BP 22) or the Bouncing Checks Law against Raymundo for none of the checks she issued were good.^[8]

As for Lucero's Affidavit, Santos averred that she came to know him through Raymundo, who assured her that she would collect on him for her. He promised to pay P10,000.00 immediately, but failed to do so. He stopped paying when he learned that Raymundo was no longer paying her.^[9]

As for Fajardo, Santos revealed that he had arranged for an amicable settlement with her.^[10]

In the September 29, 2008 Resolution, the Court referred the matter to the Pasig MeTC executive judge for investigation, report, and recommendation.^[11] However, due to the appointment of the then executive judge to the second level court and the inhibition of the vice executive judge, the case was referred to Judge Marina Gaerlan-Mejorada (Judge Mejorada).^[12]

The Formal Investigation

Judge Mejorada conducted several hearings. On November 17, 2008, Santos filed a

Manifestation with Notice of Dismissal indicating that Lucero paid P5,000.00 and his humbling act led her to conclude that the incident arose out of misunderstanding. Thus, she was no longer interested in pursuing this administrative case against him and prayed that the case against Lucero be dismissed.^[13]

On November 14, 2008, Fajardo filed a Manifestation with Motion to Dismiss signifying that in Santos' Reply she mentioned that they were amenable to a settlement, and they realized that the events that led to the filing of this administrative complaint were brought by misapprehension of facts. He attached Santos' Affidavit of Desistance as proof that she was ending this case against him and prayed for its dismissal.^[14]

In the March 4, 2009 Order, Judge Mejorada noted the manifestations, but did not rule on the motions to dismiss. Respondents Lucero and Fajardo were given the option to attend or to forego the subsequent hearings, while Santos and Raymundo were informed to be ready for the said hearings.^[15]

On April 21, 2009, Santos and Raymundo submitted a Compromise Agreement, and manifested that they are waiving their right to present evidence other than those already part of the records of the case. They jointly moved for the termination of the hearing, which the court granted.^[16]

The Compromise Agreement states that Raymundo owed Santos P225,000.00, and that she would pay Santos P2,500.00 monthly. Raymundo also promised to obtain several loans from the Supreme Court Savings and Loan Association (SCSLA) and to give the loan proceeds to Santos as payment. Raymundo executed a Special Power of Attorney in Santos' favor so she could receive the loan proceeds from the SCSLA.^[17]

The Investigation Report and Recommendation

Judge Mejorada submitted her report and recommendation dated April 22, 2009 to the Office of the Court Administrator (OCA). She explained that under the Uniform Rules on Administrative Cases, the requisites for a case of willful failure to pay just debts are: (1) there must be claims adjudicated by a court or law; or (2) there must be claims the existence and justness of which are admitted by the debtor.^[18]

Here, all the respondents categorically admitted their monetary obligations to Santos. While they claimed installment payments, the entire amount due remained unsettled, which are supported by documentary evidence. Judge Mejorada noted that the parties arrived at their respective amicable agreements during the hearing, and these would mitigate the respondents' infractions.^[19]

Judge Mejorada elucidated that jurisprudence held that all court personnel are expected to exhibit the highest sense of honesty and integrity, not only in the performance of their official duties, but also in their personal and private dealings with other people to preserve the Court's good name and standing. The image of a court of justice is mirrored in the conduct, official or otherwise, of the men and women who work there. Any impression or impropriety, misdeed or negligence must be avoided.^[20]

Thus, Judge Mejorada found the three respondents guilty of conduct unbecoming of a court employee and recommended them to be reprimanded with a stern warning that a repetition of the same or similar offense shall be dealt with more severely.^[21]

In the July 1, 2009 Resolution, the Court resolved to adopt and approve the findings of fact, conclusions of law, and recommendations of Judge Mejorada.^[22] (First Offense)

After more than a year, Santos informed the Court through her August 7, 2010 letter that Raymundo reneged on their Compromise Agreement as the former received the loan proceeds from the SCSLA, but she did not pay them to her. She submitted SCSLA disbursement vouchers and SCSLA certification to prove her allegations.^[23]

In the October 4, 2010 Resolution, the Court referred the matter to the OCA for evaluation, report, and recommendation.^[24] In its January 18, 2011 Memorandum, the OCA found proof of Santos' claims and recommended that Raymundo be required to file her comment.^[25] Raymundo failed to submit her comment as required in the Court's February 9, 2011 Resolution.^[26] Thus, she was ordered to show cause why she should not be held in contempt for non-compliance with the Court's Resolution.^[27]

In her April 14, 2011 letter, Raymundo apologized to the Court and asked for forgiveness for violating BP 22. She acknowledged that it was improper for a court employee to get involved in lawsuits. She admitted that she did not give Santos the loan proceeds from SCSLA due to sickness of a family member and to pay rent. She pleaded to lower the interest rate, because a portion of the money she owed was someone else's debt. She also alleged overpayment.^[28]

She claimed that she was pressured by Santos' lawyer to sign the Compromise Agreement in exchange for the withdrawal of the administrative complaint against her. She requested to lower the interest rate or an extension of time to pay, because she intends to renew her SCSLA loan. She promised that she would give the entire loan proceeds to Santos. She attached several receipts worth P107,000.00 as proof of payment to Santos.^[29]

In a November 28, 2011 letter, Santos replied to Raymundo's letter and recounted how they met and ended up lending money to her. She stated that it was untrue that Raymundo was pressured to sign the Compromise Agreement, and that she was supporting her ailing father. She admitted that Raymundo paid P107,000.00, but her five-year debt is not yet fully settled.^[30]

The OCA's 1st Recommendation

In its September 17, 2012 Memorandum,^[31] the OCA enumerated its findings:

1. x x x Raymundo willfully dishonored the compromise agreement, paying complainant only P32,000.00 from the proceeds of one SCSLAI loan, leaving unpaid a total of P73,000.00 which she

obtained from other SCSLAI loans. This clearly shows bad faith on x x x Raymundo's part and demonstrated her lack of honesty and commitment to faithfully heed the terms of their settlement.

2. There was an unequivocal admission from x x x Raymundo that she failed to give complainant the entire proceeds of all her SCSLAI loans as agreed upon. A mere excuse, *i.e.*, emergency relative to her father's sickness and monthly rental payments will not suffice as she failed to present proof of either medical records or of rental liability.
3. x x x Raymundo asked consideration on the reduction of interest or extension of the repayment period as she promised to renew a loan to pay her outstanding loan. However, she had exhibited her unreliability when she could not keep up with her promise, even surreptitiously obtaining salary and multi-purpose loans without giving their proceeds to complainant. Further, a period of five (5) years is quite a long time and more than an ample grace period to fully pay her obligation. The questioned interest may not even be sufficient to compensate the grave suffering, great humiliation, hard efforts and wasted time experienced by complainant in trying to recoup the money owed to her.
4. Complainant x x x accused x x x Raymundo of paying her obligation only during an investigation and failing to pay thereafter as well as buying her boyfriend a motorcycle in 2006 when she received the loan from complainant. Likewise, she alleged that x x x Raymundo's father received support from his children abroad when he was still alive contrary to x x x Raymundo's statement that she took care of him financially. Complainant further mentioned the estafa committed against her by persons introduced to her by x x x Raymundo. These are graphic [*indicia*] of the character and behavior of x x x Raymundo which she did not controvert. Given the foregoing, we are more inclined to believe the statements of complainant rather than those of x x x Raymundo.^[32]

The OCA pointed out that more than a month after the Court issued a resolution reprimanding and warning Raymundo, she violated the Compromise Agreement. It appeared that she ignored and took it for granted. The OCA also noted that this is her second administrative case. The first one was dismissed in 2005. The OCA mentioned that her admission on failing to give the entire loan proceeds and her full payment of the capital borrowed mitigates any grave penalty that may be imposed on her. The OCA explained that the light offense of failure to pay just debts is penalized by reprimand for the first commission, suspension for 1-30 days for the second time, and dismissal for the third.^[33]

The OCA found Raymundo guilty of conduct unbecoming of a court employee for the second time, and recommended the penalty of suspension for 30 days without pay and to be directed to fully comply with the Compromise Agreement with stern warning that failure to do so would mean imposition of the most severe penalty.^[34]