

FIRST DIVISION

[A.M. No. RTJ-10-2223 (Formerly A.M. OCA IPI No. 08-3003-RTJ), August 30, 2017]

**MS. FLORITA PALMA AND MS. FILIPINA MERCADO,
COMPLAINANTS, VS. JUDGE GEORGE E. OMELIO, REGIONAL
TRIAL COURT, BR. 14, DAVAO CITY (THEN OF MUNICIPAL TRIAL
COURT IN CITIES, BR.4, DAVAO CITY), JUDGE VIRGILIO G.
MURCIA, MUNICIPAL TRIAL COURT IN CITIES, BR. 2, AND CLERK
OF COURT MA. FLORIDA C. OMELIO, MUNICIPAL TRIAL COURT
IN CITIES, OFFICE OF THE CLERK OF COURT, BOTH OF THE
ISLAND GARDEN CITY OF SAMAL, RESPONDENTS.**

D E C I S I O N

DEL CASTILLO, * J.:**

On July 8, 2007, a certain Filipina Mercado (Mercado) sent an electronic mail^[1] (e-mail) to the pio@supremecourt.gov.ph regarding an alleged "marriage scam" in Davao City perpetrated by Municipal Trial Court in Cities (MTCC) Judges George E. Omelio (Judge (Omelio) and Rufino Ferraris (Judge Ferraris)).^[2] Mercado claimed to have personal knowledge of the illegal activities of the said judges as she was once a "fixer".

On March 17, 2008, a certain Florita Palma (Palma) also sent an e-mail^[3] to the pio@supremecourt.gov.ph complaining about the alleged dishonorable conduct of respondents Judge Omelio and his wife, Cleric of Court Ma. Florida C. Omelio (CoC Omelio), relative to the solemnization of the marriage of a certain "Echeverria."

Acting thereon, the Office of the Court Administrator (OCA) dispatched an investigating team to Davao City which found as follows:

Following the only lead given, the investigating team proceeded directly to MTCC, Davao City.

x x x The investigators asked [Atty. Fe Maloloy-on, Clerk of Court, OCC^[4]-MTCC, Davao City] x x x relative to the alleged marriage scam prevailing in Davao City. She informed the investigators that there were [sic] no reported incident relative thereto but x x x intimated that there were some rumors x x x [however] no complainants x x x came forward to complain about such actions of the judges. When x x x asked x x x [whether] there was a marriage solemnized x x x [involving a certain] Echevarria, she stated that there was none[.] x x x Atty. Maloloy-on however x x x [recalled] an incident wherein a lady called up her office and asked whether the copy of the marriage contract of her child was already [ready] for pick up. When asked about the name of the parties[,], x x x and the [solemnizing] judge, and the date of solemnization[,], the

caller merely stated that one of the parties' surname [sic] was Echevarria and it was solemnized by Judge George Omelio on February 29, 2008. x x x Atty. Maloloy-on searched for the record of such marriage but x x x there was none ever recorded in MTCC, Davao City. x x x [S]he relayed the information to the phone caller who x x x got angry and demanded the production of a copy of the marriage contract. Atty. Maloloy-on calmed the phone caller and asked her to drop by her office [but t]he phone caller never dropped by her office and was never heard [of] again.

x x x [A]s there was no marriage solemnized [on] February 29, 2008 wherein one of the party bears the surname of Echevarria, [the investigators proceeded] to MTCC, Island Garden [City] of Samal as Florita Palma mentioned that Judge Omelio was with his wife when he solemnized the marriage at the house of the parties in Davao City. The wife of Judge Omelio, Mrs. Florida Omelio is the Clerk of Court of MTCC, OCC, Island Garden City of Samal.

On June 19, 2008[,] x x x the investigators first proceeded to the Local Civil Registrar of Island City Garden of Samal, to investigate x x x. Surprisingly, a marriage was solemnized in Island Garden City of Samal on [February] 28, 2008 by Judge Virgilio G. Murcia x x x. The parties' names are Julius Regor M. Echevarria and Khristine Marie D. Duo. x x x [T]he investigators asked the Assistant Local Civil Registrar [for] a photocopy of the said marriage contract. x x x [T]he investigators then proceeded to MTCC, Island Garden City of Samal to interview Judge Murcia and Mrs. Omelio. However, Mrs. Omelio was not present and available at that time x x x. Likewise, Judge Murcia was at MTCC, Davao City to hear inhibited cases thereat.

At MTCC, Davao City, the investigators briefed Judge Murcia of the purpose of the investigation x x x When asked whether he solemnized the marriage of Echevarria and Duo at Island Garden City of Samal, he stated that he [could not] really remember the parties considering the numerous marriages he had solemnized in the past When [asked] whether the signature on the marriage contract of Echevarria and Duo was his, he [admitted] that same was x x x his signature. [When] asked whether he was persuaded by the Omelios into signing a marriage certificate without the parties being present[,] x x x he replied that it was not possible. He claimed that he [was] meticulous in the examination of the marriages he solemnizes and he makes sure that the parties are present when he puts his signature on the marriage contract.

The next day, June 20, 2008 the investigating team x x x proceeded to the address x x x of Julius Regor Echevarria x x x.

x x x [The investigators chanced upon [Mr. Julius Echevarria at his residence]. When asked whether he was married on February 28, 2009 at his residence, he positively affirmed such fact. When inquired who solemnized said marriage, he readily answered that it was Judge George Omelio. [When] asked how he can positively state that it was Judge Omelia, he said that he knew Judge Omelia as he was known in the community, he even gave the investigators a copy of the pictures of the

wedding x x x. [W]hen the investigators x x x asked if he has [sic] a copy of their marriage contract, Mr. Echevarria immediately presented the same. The investigators then pointed out that per copy of the marriage it was Judge Murcia who solemnized their marriage in Island Garden City of Samal and not Judge Omelia. Mr. Echevarria was quite surprised to learn of such fact as it was his first time to notice the same. Thereafter, the mother of Julius Echevarria, Mrs. Tita Echevarria, came x x x. The investigators introduced themselves and stated their purpose. x x x Tita Echevarria appeared irritated and surprised why they were being investigated and immediately demanded the basis of such investigation. The investigators readily showed her a copy of the Letter of Florita Palma. After reading the letter, Tita Echevarria stated that she does not know x x x Florita Palma. Julius Echevarria however noticed some similarities in the circumstances of his marriage and that of the one stated in the letter of Florita Palma, except for some minor [inconsistencies] as to the date of solemnization and the person accompanying Judge Omelio. He said that the marriage took place in their house and not anywhere in the Island Garden City of Samal and it was solemnized on February 28 and not February 29, 2008 and that Judge Omelia did not have company when he solemnized the marriage. He likewise stated that he does not know how much was given to Judge Omelia as solemnization fee as his parents were the one [sic] who paid the same. Mrs. Tita Echevarria however [asserted] that they are not interested in filing any complaints or x x x willing to state what they know in an affidavit to be sworn by them. She [begged] the investigators to just leave them be and suggested that if the investigators [were] really bent on catching judges doing some anomaly, they should make an entrapment for that purpose.^[5]

Based on the foregoing findings, the OCA directed Judge Omelio, Judge Virgilio G. Murcia (Judge Murcia), and CoC Omelio, to comment on the e-mails and on the report of the investigating team.^[6]

In his Comment,^[7] Judge Omelio narrated that his neighbors, Librado G. Echevarria III and Teresita P. Mapayo (the Echevarrias), went to his office at the MTCC, Branch 4, Davao City, on February 25, 2008, requesting that he solemnize the marriage of their son Julius Regor [Julius]; that since they wanted a beach wedding, he suggested that they see Judge Murcia whose court has jurisdiction over the Island Garden City of Samal; that on February 29, 2008, the Echevarrias invited him and his wife to dinner at their house for those who were not able to attend their son's wedding on February 28, 2008; and that during said dinner, the Echevarrias requested him to "reenact the wedding for purposes of picture taking and posterity,"^[8] to which he acceded.

Moreover, Judge Omelio posited that the e-mail/complaints of Palma and Mercado should have been disregarded for being unsigned and not under oath; that the allegations were unfounded and meant only to harass; and, that he did not demand any amount from the Echevarrias.

For her part, CoC Omelio found nothing wrong with her husband, Judge Omelio, acceding to the request of the Echevarrias to reenact the wedding; that if at all, the Echevarrias were the parties in interest, and not Palma, hence the latter had no

reason to file the complaint; and that her only participation was to accompany her husband to the dinner party.^[9]

Judge Murcia, on the other hand, insisted that his name was never mentioned in the complaint; and that he was impleaded only because his signature appeared in the subject marriage contract. Judge Murcia claimed that he solemnized the subject marriage on February 28, 2008 at about 5:30 in the afternoon in his courtroom; that the contracting parties, as well as their witnesses, appeared before him; and, that all the documents in support of said marriage, as well as the corresponding receipts for the fees, were presented before him.^[10]

Since there were factual issues to be clarified, the Court resolved to redocket the complaint into a regular administrative matter and to refer the same to the Court of Appeals (CA) for investigation, report and recommendation.^[11]

Upon referral to the CA, the Investigating Justice^[12] directed respondents to submit, in lieu of their direct testimonies, their affidavits, as well as those of their witnesses.^[13]

CoC Omelia adopted her earlier comment filed with the OCA as integral part of her Affidavit.^[14] In addition, she averred that the participation of the Office of the Clerk of Court (OCC) was only the receipt of payment and its remittance to the Chief Accountant of the Supreme Court.

Judge Omelio submitted his Affidavit^[15] where he also adopted his comment earlier submitted to the OCA as forming part thereof. In addition, he reiterated that the complaints were mere harassment suits and pure hearsay.

Judge Murcia also adopted his comment filed with the OCA as part of his Affidavit.^[16] He maintained that he should not have been impleaded as respondent herein since his name was never mentioned by Palma or Mercado. He contended that the investigation should focus only on the personalities named in the complaint.

The Investigating Justice then directed the respondents to attend a preliminary conference and hearing.

Thereafter, the Investigating Justice submitted a Report^[17] dated December 15, 2010. As regards Judge Omelia, the Investigating Justice found him to have trifled with marriage as a social institution and held him administratively liable, to wit:

The act of respondent Judge Omelio in conducting what essentially was a sham wedding is, by all accounts, against public law and public policy. In so conducting a bogus wedding before the public, Judge Omelio had trifled with marriage, an inviolable social institution and the foundation of the family whose nature, consequences and incidents are governed by law x x x. As a jurist, Judge Omelio ought to know that a judge's power to solemnize marriage is to be exercised in accordance with law. This includes the appearance before him in his chamber[s] by the contracting parties x x x where they x x x declare personally that they take each other as husband and wife x x x. While he has undoubtedly the authority

to solemnize marriages, he had clearly overstepped the bounds of that authority by administering a fraudulent wedding ceremony; x x x [H]e should have declined the importunings of the groom's parents to conduct a "reenactment" of the wedding x x x.

x x x Worst, Judge Omelio lied when he declared during his testimony before the undersigned that he had permitted the other [g]odparents to sign at the back of the marriage certificate to make it appear that those persons had witnessed the marriage rites. x x x However, a certified true copy of that marriage contract x x x [revealed] n.o such additional signatures of [g]odparents at the certificate's back page. His belated disavowal as to this fact in his Manifestation dated 4 November 2010 [was] x x x an afterthought as he realized his lies upon seeing the actual marriage contract himself.

x x x x

As to the charge that Judge Omelio had demanded monetary considerations in exchange for solemnizing the marriage of the Echevarrias, there [appeared] no sufficient evidence that such had been the case. Indeed, both complainants had not substantiated their claims, contained in their e-mail letters, that respondent Judge and his wife, co-respondent Mrs. Omelio, had resorted to the unsavory and unlawful activity of asking money from the parties in order for the judge to conduct the sham wedding rites. The claims remained as such-just claims without any supporting evidence to prove them. Thus, as to this particular aspect of the administrative case, respondent Judge Omelio, and for that matter, his co-respondent, his spouse Mrs. Omelio, should not be held liable in any way, whether administratively or criminally.

However, for his highly irregular solemnization of a sham marriage, which obviously arose from his misguided comprehension of the appropriate duties and functions of a magistrate and the inviolability of marriage as a social institution, Judge Omelio should be held administratively liable. x x x^[18]

As regards Judge Murcia, the Investigating Justice found no infraction on his part in solemnizing the subject marriage. Instead, his liability consisted in failing to collect the necessary solemnization fees, viz.:

There [was] no sufficient evidence to show that respondent Judge Murcia had solemnized the marriage of the Echevarrias in a manner violative of the Family Code. Neither was there proof of any corrupt activity that he committed in the course of solemnizing the Echevarria wedding. However, it [was] apparent, based on the judicial report of respondent Mrs. Omelio x x x that no marriage solemnization fee had been paid by the [contracting] parties before the MTCC OCC. x x x This fact [belied] the claim of Judge Murcia that he had carefully perused the documents of the Echevarrias and only when he determined that all was proper did he then solemnize the marriage. Judge Murcia's act of solemnizing the marriage without the appropriate court documentation as to