

FIRST DIVISION

[A.M. No. P-15-3304 (Formerly: OCA I.P.I No. 11-3670-P), July 01, 2015]

MELQUIADES A. ROBLES, COMPLAINANT, VS. 1) CLERK OF COURT V DUKE THADDEUS R. MAOG, REGIONAL TRIAL COURT, BRANCH 155, PASIG CITY, 2) SHERIFF IV DOMINGO R. GARCIA, JR., REGIONAL TRIAL COURT, BRANCH 157, PASIG CITY, RESPONDENTS.

RESOLUTION

PEREZ, J.:

This resolves the Motion for Partial Reconsideration^[1] filed by Clerk of Court Atty. Duke Thaddeus R. Maog (COC Maog).

The instant administrative matter stemmed from the Complaint-Affidavit^[2] dated 12 February 2007 filed by then Administrator Melquiades A. Robles (Administrator Robles) of the Light Rail Transit Authority (LRTA) before the Office of the Ombudsman (Ombudsman) against COC Maog and Sheriff Domingo C. Garcia (Sheriff Garcia), both of the Regional Trial Court (RTC), Pasig City, for violation of Section 3 (e) of Republic Act No. 3019, otherwise known as the "Anti-Graft and Corrupt Practices Act" and falsification of public document. The complaint was in relation to the Writ of Preliminary Injunction (Writ) issued in Civil Case No. 71029, entitled "Metro East Grand Transport Federation, Inc., represented by Engr. William J. Juan v. Melquiades Robles, et al."

Since both respondents are employees of the court, the Ombudsman deemed it proper to dismiss the complaint and refer the matter to the Supreme Court for appropriate action. The referral was in consideration of the Court's ruling in *Maceda v. Vasquez*^[3] and *Judge Caoibes v. Hon. Ombudsman*^[4] and in compliance with the Office Memorandum dated 31 July 2003 issued by the Ombudsman.^[5]

In the Resolution^[6] dated 18 February 2015, the Court adopted and approved the findings of fact, conclusions of law, and recommendations of the Office of the Court Administrator finding COC Maog guilty of simple misconduct for arrogating unto himself judicial authority in the issuance of the Writ of Preliminary Mandatory Injunction dated 30 January 2007. He was suspended for a period of one (1) month, effective immediately upon receipt of notice, with a warning that a repetition of the same or similar act will be dealt with more severely. The other charges against COC Maog and Sheriff Garcia were dismissed for lack of merit and for being judicial in nature.

Hence, this Motion for Partial Reconsideration filed by COC Maog. COC Maog maintained that there was sufficient basis for him to include the phrase and turn

over the possession and operation of the subject terminal to plaintiff in the Writ as the phrase was actually a part of the prayer stated in plaintiff MEGATRAF's application, which was granted unqualifiedly by the trial court. Although the phrase "turn over the possession and operation" was not included in the dispositive portion of the Order, COC Maog contended that the preservation of the status *quo ante* between the parties, as dictated in the beginning of the dispositive portion of the Order, necessarily included the turn-over of possession and operation of the terminal to MEGATRAF. This is because MEGATRAF had the possession and operation of the transportation terminal under its Lease Agreement with LRTA before it was unilaterally and untimely terminated by the latter. He argued that if he excluded the phrase, then the issuance of the order and the writ would have been for naught. Plaintiffs application would not, in effect, be granted since the status *quo ante* between the parties would not have been preserved.

For clarity, we quote the entire order dated 11 January 2007 issued by Judge Luis R. Tongco (Judge Tongco), to wit:

Acting on the application for a Writ of Preliminary Mandatory Injunction filed by plaintiff on the ground that its rights under Section 12 of a Lease Agreement (Annex A of Complaint) dated 15 July 2005 has been violated by defendant Light Rail Transit Authority (LRTA) in view of the latter's forcible takeover of the subject leased premises resulting in plaintiffs inability to conduct its regular business therein, and it appearing further that while the aforementioned Section of the Lease Agreement provides that plaintiff is entitled to notice of at least thirty (30) days prior to any change thereof, defendant LRTA immediately denied plaintiff access to the subject premises on November 1, 2006 despite serving notice of pre-termination of the agreement (Annex "E", Ibid.) only on October 30, 2006, and it appearing further that a party is entitled to a writ of preliminary injunction if it has sufficiently shown that (1) it has a right in esse or a right to be protected, and (2) the act against which injunction is to be directed is a violation of such right (*Sales v. Securities and Exchange Commission*, 169 SCRA 109), and it appearing in the instant case that plaintiffs legal right to due process under the subject Lease Agreement has not been respected in accordance with the terms thereof, thus exposing its business to irreparable injury and damage, the instant application is hereby **GRANTED**.

WHEREFORE, in view of the foregoing, and without delving into the merits of the principal action but only to preserve the status quo ante, let a Writ of Preliminary Mandatory Injunction be issued in the instant case **COMMANDING** defendants, their representatives, agents or any person or persons acting in their behalf to open the VC Compound (vacant lot) of the LRTA Line 2 Santolan Terminal, Marcos Highway, Santolan, Pasig City and provide plaintiff free and unhampered ingress and egress from the subject leased premises conditioned upon posting of a bond by plaintiff and approval thereof by this Court in the amount of Two Million Pesos (Php 2,000,000.00), to be executed in favor of defendants to answer for any damage that the latter may sustain in the event that the Court should finally decide that plaintiff is not entitled to the injunctive writ, under Section 4(b), Rule 58 of the 1997 Rules of Civil Procedure.^[7]