

## SECOND DIVISION

**[ A.M. No. MTJ-10-1771 (formerly A.M. OCA IPI No. 09-2160-MTJ), February 13, 2013 ]**

**VICTORIANO G. MANLAPAZ, COMPLAINANT, VS. JUDGE MANUEL T. SABILLO, MUNICIPAL CIRCUIT TRIAL COURT, LAMITAN, BASILAN, RESPONDENT.**

### DECISION

**BRION, J.:**

For the Court's resolution is the administrative complaint filed by Victoriano G. Manlapaz (*complainant*) charging Judge Manuel T. Sabillo (*respondent*), Municipal Circuit Trial Court, Lamitan, Basilan, with serious and gross misconduct.

In a verified complaint-affidavit dated June 8, 2009,<sup>[1]</sup> the complainant alleged that sometime in 1996, the respondent, then a practicing lawyer, offered to sell to him and his wife a house and lot situated in Valenzuela City, Metro Manila for the price of P2,400,000.00, payable in sixteen (16) months. The complainant agreed to buy the property, believing that they got a fair deal as the respondent was one of their wedding sponsors. He made an initial payment of P500,000.00. After paying the total amount of P920,000.00, the transaction was discontinued for reasons that the complainant alleged to be "inconsistent with good faith."<sup>[2]</sup> The parties verbally agreed to terminate or discontinue their agreement. The respondent undertook to return the amount of P920,000.00 the complainant had already paid him.

The respondent reneged on his undertaking and failed to return the amount despite the complainant's repeated demands. This prompted the complainant to file a complaint for sum of money with damages with the Regional Trial Court (RTC) of Valenzuela City, Branch 75.<sup>[3]</sup> In a decision dated June 15, 2003, the RTC ordered the respondent to refund to the complainant the amount of P920,000.00; to pay him P100,000.00 as moral damages, P100,000.00 as exemplary damages, and P100,000.00 as attorney's fees; and to pay the costs of the suit.<sup>[4]</sup>

The respondent appealed to the Court of Appeals (CA). In a resolution dated April 25, 2007, the CA dismissed the appeal for the respondent's failure to pay the docket fees. The decision of the RTC became final and executory on November 21, 2007.<sup>[5]</sup>

On October 21, 2008, a writ of execution was issued by the RTC.<sup>[6]</sup> The sheriff tried to implement the writ, but he discovered that there was no more property to levy on. The respondent had already sold the property on December 15, 2004 to a buyer who offered a higher price.<sup>[7]</sup>

On the same date, the complainant, through his lawyer, sent a demand letter<sup>[8]</sup> to the respondent, whom he learned is now an incumbent Judge of the Municipal

Circuit Trial Court of Lamitan, Basilan. The respondent agreed to meet the complainant. During the meeting with the complainant's lawyers, the respondent paid the P100,000.00 attorney's fees awarded by the RTC, but failed to settle the P920,000.00 and the amounts of awarded damages.<sup>[9]</sup>

In his comment dated October 24, 2009,<sup>[10]</sup> the respondent vehemently denied that his actions constituted misconduct. He claimed that the filing of the administrative case against him was intended merely to embarrass and harass him. He further stated that despite the fraudulent scheme against him, he promised the complainant that he would refund the amount as soon as the house and lot were sold. The complainant could not wait and sued him. He could have settled his obligation earlier, but the complainant refused to meet him. He offered payment in the form of a cashier's check, but the complainant refused to accept it.

The records further show that in a letter dated January 10, 2011, the Judicial and Bar Council required the complainant to comment on the respondent's comment dated January 4, 2011 on the complaint. In his comment dated January 24, 2011,<sup>[11]</sup> the complainant reiterated his allegations in his complaint. He maintained that the RTC judgment had not yet been fully satisfied. The respondent has paid only the attorney's fees of P100,000.00 sometime in February 2009.

The complainant further alleged that when he asked the respondent for the balance of the money judgment awarded by the RTC, the respondent "stubbornly" refused to pay and offered the meager amount of P400,000.00 as full satisfaction of the money awarded to him. In a letter dated March 18, 2008<sup>[12]</sup> sent by his lawyer, the complainant informed the respondent that he was not amenable to the latter's offer. The complainant offered to waive the legal interests provided the respondent return the whole amount of P920,000.00.

In its evaluation report<sup>[13]</sup> dated April 8, 2010, the Office of the Court Administrator (OCA) found the respondent liable of willful failure to pay just debts classified as a light offense under Section 22(i) Rule XIV of the Omnibus Rules Implementing Book V of Executive Order No. 292, as amended by CSC Memorandum Circular No. 19, s. 1999.<sup>[14]</sup> It recommended that (1) the complaint be redocketed as a regular administrative matter, (2) the respondent be ordered to pay his indebtedness to the complainant, and (3) the respondent be reprimanded and warned that a repetition of the same or similar offense would warrant the imposition of a more severe penalty.

The respondent claimed that he had been in good faith in his willingness to return the amount paid by the complainant. The indications though all point to the contrary.

In the first place, the respondent failed to deliver the property he sold. The respondent — apparently hoping to get out of an unwanted situation — agreed to restitute the amount paid as soon as he was able to sell the property to another buyer. The sale to another buyer came, but the respondent still failed to comply with his undertaking to the point that an RTC judgment was entered against him.

While the respondent eventually tried to settle his obligation when he offered to issue a cashier's check dated October 22, 2009 to pay not only the P920,000.00 but