

SECOND DIVISION

[A.M. No. MTJ-09-1734 [FORMERLY OCA I.P.I. NO. 07-1933-MTJ], January 19, 2011]

FLORENDA V. TOBIAS, COMPLAINANT, VS. JUDGE MANUEL Q. LIMSIACO, JR., PRESIDING JUDGE, MUNICIPAL CIRCUIT TRIAL COURT, VALLADOLID-SAN ENRIQUE-PULUPANDAN, NEGROS OCCIDENTAL, RESPONDENT.

D E C I S I O N

PERALTA, J.:

This administrative case stemmed from the complaint filed by complainant Florenda V. Tobias against respondent Judge Manuel Q. Limsiaco, Jr., Presiding Judge of the Fourth Municipal Circuit Trial Court (MCTC) of Valladolid-San Enrique-Pulupandan, Negros Occidental. Complainant charged respondent with corruption for allegedly offering "package deals" to litigants who plan to file cases in his court.

In her verified Complaint^[1] dated June 6, 2007, complainant alleged that respondent Judge Limsiaco, Jr. offers "package deals" for cases filed in the court where he presides. She stated that sometime in June 2006, she requested her sister, Lorna V. Vollmer, to inquire from the Fourth MCTC of Valladolid-San Enrique-Pulupandan, Negros Occidental about the requirements needed in filing an ejectment case. Court Stenographer Salvacion Fegidero^[2] allegedly proposed to Vollmer that for the sum of P30,000.00, respondent would provide the lawyer, prepare the necessary pleadings, and ensure a favorable decision in the ejectment case which they contemplated to file against the spouses Raymundo and Francisca Batalla. Fegidero allegedly required them to pay the initial amount of P10,000.00 and the remaining balance would be paid in the course of the proceedings. It was made clear that they would not get any judicial relief from their squatter problem unless they accepted the package deal.

Further, complainant alleged that on June 23, 2006, Lorna Vollmer, accompanied by Salvacion Fegidero, delivered the amount of P10,000.00 to respondent at his residence. Subsequently, an ejectment case was filed in respondent's court, entitled *Reynold V. Tobias, represented by his Attorney-in-fact Lorna V. Vollmer v. Spouses Raymundo Batalla and Francisca Batalla*, docketed as Civil Case No. 06-007-V.^[3] Respondent allegedly assigned a certain Atty. Robert G. Juanillo to represent the complainant in the ejectment case. Complainant stated that respondent, however, immediately demanded for an additional payment of P10,000.00. She allegedly refused to give the additional amount and earned the ire of respondent. She asked her sister, Lorna Vollmer, to request Atty. Robert Juanillo to voluntarily withdraw as counsel,^[4] which he did on April 16, 2007. Complainant also asked Vollmer to withdraw the case.^[5] Respondent granted the Motion to Withdraw as Counsel on April 23, 2007 and the Motion to Withdraw Case on May 3, 2007.^[6]

In his Comment,^[7] respondent denounced the allegation that he offers "package deals" to prospective litigants as malicious, baseless and a lie. He denied that he demanded from complainant the additional payment of P10,000.00. He alleged that he does not know complainant and she is a total stranger to him.

Respondent attached to his Comment the Affidavit^[8] dated September 29, 2007 of Atty. Robert G. Juanillo, who stated therein that he received as counsel of the complainant in the ejectment case the sum of P10,000.00 from complainant's sister, Lorna Vollmer. From the P10,000.00, he paid filing fees and miscellaneous fees in the amount of P3,707.00, while the remaining balance of P6,293.00 was paid to him for his services, consisting of the preparation and filing of the complaint for ejectment, including acceptance fee.

Respondent also attached to his Comment the Affidavit^[9] dated September 29, 2007 of Court Stenographer Salvacion B. Fegidero, denying the allegation that she offered a "package deal" to complainant's sister, Lorna Vollmer. She declared that the allegations of complainant were malicious and unfair, and that complainant and her sister could have been misled by some people who lost cases in the said court.

Meanwhile, the ejectment case was assigned to Judge Herminigildo S. Octaviano, Municipal Trial Court in Cities, Bago City, Negros Occidental, in view of respondent's inhibition on July 30, 2007.^[10]

On February 20, 2008, the Court issued a Resolution,^[11] which noted the Report of the Office of the Court Administrator (OCA) on the complaint against respondent. Due to the conflicting allegations of the parties, the OCA opined that a formal investigation was necessary to afford the parties opportunity to substantiate their respective claims and to determine the alleged participation of court employee Salvacion Fegidero. Upon recommendation of the OCA, the Court referred the complaint to Executive Judge Frances V. Guanzon, Regional Trial Court, Bago City, Negros Occidental for investigation, report and recommendation within 60 days from receipt thereof.

On May 20, 2008, the parties were summoned for a formal investigation before Investigating Judge Frances V. Guanzon. Those who appeared before the Investigating Judge were complainant Florenda V. Tobias, respondent Judge Manuel Q. Limsiaco, Jr., Court Stenographer Salvacion Fegidero and respondent's witness, Atty. Robert Juanillo. Complainant's witness, Lorna Vollmer, did not attend the investigation, because per information of complainant, Vollmer was in Germany and she was expected to be back in the country in December 2008.

In his Report dated June 2, 2008, Investigating Judge Guanzon stated that complainant testified that it was her sister, Lorna Vollmer, who informed her about the alleged "package deal" through long distance telephone call. Complainant testified that she met Salvacion Fegidero only after the filing of the instant administrative complaint and that she did not talk with her even once.^[12] Complainant further claimed that she had no personal dealings with respondent or with Salvacion Fegidero, and that she met respondent only after the filing of the ejectment case.^[13]

Moreover, complainant testified that respondent neither personally received from her the initial payment of P10,000.00 for the alleged package deal nor personally asked from her for an additional payment of P10,000.00.^[14] It was her sister, Lorna Vollmer, who told her through telephone about the demand for an additional P10,000.00, but she (complainant) did not send the money.^[15]

Complainant testified that she was the one who went to the house of Atty. Robert Juanillo, bringing with her the Motion to Withdraw as Counsel prepared by respondent for Atty. Juanillo to sign.^[16]

Respondent and Court Stenographer Salvacion Fegidero categorically denied the accusation that they had a package deal with Lorna Vollmer. Respondent testified that he met and talked with Vollmer when she went to his court to inquire about the filing of an ejectment case against the spouses Raymundo and Francisca Batalla. Respondent advised Vollmer that since there was no lawyer in Valladolid, Negros Occidental, she had to choose the nearest town lawyer as it would lessen expenses in transportation and appearance fee, and respondent mentioned the name of Atty. Robert Juanillo.^[17] Moreover, respondent testified that Vollmer, together with her husband and Salvacion Fegidero, went to his house once to ask him for the direction to the house of Atty. Robert Juanillo. Respondent denied that he received the amount of P10,000.00 from Vollmer.^[18]

Further, respondent testified that he met with complainant after the ejectment case was filed, when she went to his court and told him that she was withdrawing the services of Atty. Robert Juanillo. Respondent admitted that he prepared the motion for the withdrawal of appearance of Atty. Juanillo, since respondent wanted to help complainant as she said it was urgent, but respondent did not charge her.^[19]

Atty. Robert Juanillo testified that he received the amount of P10,000.00 from Lorna Vollmer at the Municipal Court of Valladolid, Negros Occidental. From the amount, he paid filing fees amounting to P3,707.00 to the Clerk of Court of the Municipal Circuit Court of Valladolid-Pulupandan and San Enrique, which payment was evidenced by five official receipts. Atty. Juanillo testified that the balance of P6,293.00 was payment for his legal services.

Court Stenographer Salvacion Fegidero denied that she was involved in the alleged package deal complained of by Florenda Tobias. She testified that she met Lorna Vollmer for the first time when Vollmer went to the court in Valladolid and asked if there was a lawyer in Valladolid, because she was intending to file an ejectment suit. She referred Vollmer to respondent Judge Limsiaco, since there was no lawyer in the Municipality of Valladolid, Negros Occidental. The courtroom of Valladolid, Negros Occidental consists only of one room where everybody holds office, including respondent. She saw respondent talk with Vollmer for 15 minutes, but she did not hear what they were talking about.^[20]

Investigating Judge Guanzon found that the complainant did not have personal knowledge of the alleged "package deals" to litigants who file cases in the court of respondent. The allegations in the Complaint were all based on the information relayed to complainant through telephone by her sister, Lorna Vollmer. During the investigation, complainant admitted that respondent did not personally receive from

her the amount of P10,000.00 as payment for the alleged package deal, and respondent did not ask from her an additional P10,000.00.

According to Investigating Judge Guanzon, the only person who could have shed light on the alleged offer of package deals to litigants was Lorna Vollmer, complainant's sister. Unfortunately, Vollmer was not present during the investigation. Per manifestation of complainant, Vollmer was then in Germany and she was expected to return to the Philippines in December 2008. Hence, the complaint of corruption was unsubstantiated.

Nevertheless, Investigating Judge Guanzon stated that although the alleged offer of package deals by respondent to litigants was unsubstantiated, it was improper for respondent to talk to prospective litigants in his court and to recommend lawyers to handle cases. Likewise, Judge Guanzon found respondent's act of preparing the Motion to Withdraw as Counsel of Atty. Robert Juanillo to be improper and unethical.

Investigating Judge Guanzon recommended the dismissal of the administrative complaint against respondent as regards the alleged offer of package deals to litigants who plan to file cases in his court. However, Judge Guanzon recommended that respondent be reprimanded for talking to a prospective litigant in his court, recommending the counsel to handle the case, and preparing the Motion to Withdraw as Counsel of Atty. Robert Juanillo, which pleading was filed in respondent's court and was acted upon by him.

In a Resolution dated August 4, 2008, the Court referred the Report of Investigating Judge Guanzon to the OCA for evaluation, report and recommendation within 30 days from notice.

The OCA found respondent's acts, consisting of (1) advising Lorna Vollmer about the ejectment case she was about to file before his court; (2) recommending Atty. Robert Juanillo as counsel of the complainant in the ejectment case; and (3) helping complainant to prepare the Motion to Withdraw as Counsel, to be violative of the rules on integrity,^[21] impartiality,^[22] and propriety^[23] contained in the New Code of Judicial Conduct for the Philippine Judiciary. The OCA recommended that the case be re-docketed as a regular administrative matter and that respondent be found guilty of gross misconduct constituting violations of the New Code of Judicial Conduct and be fined in the amount of P20,000.00.

In a Resolution dated February 25, 2009, the Court required the parties to manifest whether they were willing to submit the case for decision, on the basis of the pleadings/records already filed and submitted, within 10 days from notice.

On August 18, 2010, the Court issued a Resolution resolving to inform the parties that they are deemed to have submitted the case for resolution on the basis of the pleadings/records already filed and submitted, considering that they have not submitted their respective manifestations required in the Resolution dated February 25, 2009, despite receipt thereof on April 1, 2010.

The Court agrees with the findings of Investigating Judge Guanzon that complainant failed to prove by substantial evidence her allegation that respondent offers "package deals" to prospective litigants in his court.