

## EN BANC

[ A.M. No. 2008-20-SC, March 15, 2010 ]

### RE: COMPLAINT OF MRS. CORAZON S. SALVADOR AGAINST SPOUSES NOEL AND AMELIA SERAFICO

#### D E C I S I O N

##### PER CURIAM:

The subject matter of the instant administrative proceeding is the formal letter-complaint<sup>[1]</sup> dated August 20, 2008 filed by Corazon S. Salvador against Noel L. Serafico and Amelia G. Serafico for *Bigamy, Immorality, Falsification, Grave Abuse of Authority, Deceit, Fraud, Conduct Unbecoming a Public Officer, and Violations of the Civil Service Code*.

Corazon and Amelia met each other in January 2006, through an officemate of the latter in this Court. Corazon became very close to Amelia and her husband Noel, who was also working in the Court, because of business deals they got involved in.

On June 11, 2008, Corazon sent a letter<sup>[2]</sup> addressed to the Chief Justice and received by the Office of the Clerk of Court on June 18, 2008, requesting a certified copy of the pages of the parking logbook of the Court's Old Building for the period covering May 2006 to May 2007. She wanted to use the data on the dates and times when a red Pajero (Plate No. TAC 232) and a silver Nissan X-Trail (Plate No. ZFE 835) were parked there as evidence to bolster her Counter-Affidavit<sup>[3]</sup> against the Complaint-Affidavit<sup>[4]</sup> filed in March 2008 by Amelia against her for *Estafa and BP 22* before the Office of the City Prosecutor of Parañaque City, docketed as I.S. Nos. 08-D-0832/08-D-0834. In her letter, Corazon also requested the Court to investigate and conduct a lifestyle check on Noel and Amelia for alleged ill-gotten wealth and immorality. Without going into specifics--as her lawyers were still collating evidence against the couple--Corazon made general allegations of immorality, fraud/falsification, grave abuse of authority, conduct unbecoming, and deceit.

On July 7, 2008, the Court, through the Office of Administrative Services-Supreme Court (OAS-SC), informed Corazon of the approval of her request<sup>[5]</sup> and sent her certified copies<sup>[6]</sup> of the pertinent pages of the parking logbook that she requested, with a summary<sup>[7]</sup> of the dates the two vehicles were parked in the Old Building parking lot.

On July 9, 2008, the OAS-SC sent Amelia a Memorandum<sup>[8]</sup> informing her of the formal initiation of an investigation and for her to comment on the allegations contained in Corazon's letter. In compliance, Amelia gave her letter-comment<sup>[9]</sup> which was received by the OAS-SC on July 14, 2008. She denied the accusations of Corazon, alleging that these were pure harassment and a means of getting back at

her for the criminal complaint she filed against Corazon.

In the investigation that it conducted, the OAS-SC found an inconsistency between Amelia's 1994 Statement of Assets, Liabilities, and Networth (SALN)<sup>[10]</sup> and her Complaint-Affidavit against Corazon relative to the Nissan X-Trail. In the former, Amelia declared the vehicle as an asset, but in the latter, she alleged that Corazon was its real owner. Consequently, on August 27, 2008, the OAS-SC, through a Memorandum,<sup>[11]</sup> directed Amelia to explain said discrepancy.

On September 1, 2008, Amelia gave her undated letter-comment<sup>[12]</sup> on the OAS-SC Memorandum. She said that she declared with utmost good faith the Nissan X-Trail as her own after Corazon gave it to her in exchange for her family's Toyota Lite Ace van. She added that Corazon used the Nissan X-Trail as collateral for her financial obligations; Corazon had earlier used the title to the Brookside property of Amelia's family as security for her debts without their knowledge. Thus, Amelia concluded that, for all practical purposes, the said vehicle was hers. She also averred that an officemate, Leilani Recosar, had introduced Corazon to her sometime in January 2006.

Subsequently, Corazon sent another letter, dated August 20, 2008 and received by the Office of the Chief Justice (OCJ) on September 30, 2008, as her formal complaint against Amelia and her husband Noel, which became the subject of the instant case. In her letter-complaint, Corazon alleged that:

1. She helped Amelia obtain a red Pajero by accommodating the latter through the use of her check to comply with the car financing requirement of the bank, and a silver Nissan X-Trail by again accommodating Amelia with a friend at the Nissan Corporation. In both cases, Amelia failed to pay the monthly amortizations resulting in civil cases filed against Corazon on account of her accommodation.

2. Amelia tried to sell to her real properties located at Canonigo, Paco, Manila (Canonigo property) and at Brookside, Cainta, Rizal (Brookside property), both of which do not legally belong to Amelia but to the wife and family of her father, Virgilio M. Gopilan (Virgilio), whom she defrauded by hiding the titles thereof and selling them for her (Amelia) own benefit, by falsifying the record of sale and relevant documents required for the sale. Corazon paid advances for the Canonigo property to Amelia and her father but the sale did not materialize as it was sold by Amelia to her brother-in-law, Menandro F. Valerio, Jr. (Menandro). Worse, Amelia and her father Virgilio did not return all the money she (Corazon) advanced to them.

3. Amelia and Noel committed immorality and bigamy by marrying each other in a civil ceremony on February 3, 1994 even if Noel had a prior marriage to Rosemarie Jimeno on February 17, 1987. From this subsequent bigamous marriage, Noel and Amelia begot three children.

- 4.) Amelia violated RA 3019, otherwise known as the *Anti-Graft and Corrupt Practices Act*, and the Code of Conduct for Court Personnel.

On November 3, 2008, Amelia submitted her letter-comment<sup>[13]</sup> on Corazon's formal complaint. Amelia explained that the Canonigo property was originally owned by her father, Virgilio Gopilan, who decided to sell it, on installment basis, to Menandro, who was then entrusted with its title. Upon learning of the intended sale of said property, Corazon offered to buy it in cash. Amelia then convinced her father to sell it to Corazon instead; whereupon Virgilio retrieved the title from Menandro. Upon receipt of the title, Corazon issued Amelia a check for PhP 50,000 which, when encashed, bounced. Virgilio then demanded from Corazon the full payment for the property, but the latter could not comply. Thereafter, Virgilio died, and after the burial, Corazon informed Amelia that she had used the title of the Canonigo property as security for a loan, compelling Amelia to redeem it by paying her PhP 65,000. The title was then returned to Menandro.

On the allegation of immorality and bigamy, Amelia contended that she did not know that Noel was previously married and that she came to know of it only when Corazon raised it. She further stated that Noel had a valid legal justification for the matter.

For his part, Noel asserted in his letter-comment<sup>[14]</sup> dated November 3, 2008 that his first marriage to Rosemarie Jimeno on February 17, 1987 was null and void *ab initio*. He then asked to be excused from divulging details about it for fear that whatever he might say could be used against him later.

In her letter-reply,<sup>[15]</sup> received by the OCJ on November 11, 2008, Corazon countered that Noel had no authority to declare his previous marriage void *ab initio*, since only competent courts have the authority to do so, citing a line of jurisprudence on the matter. Moreover, she argued that Amelia's defense of lack of knowledge about Noel's previous marriage was a lie and, to substantiate that claim, she attached a reproduction of an application,<sup>[16]</sup> in Amelia's own handwriting, for a copy of the marriage certificate of Noel and Rosemarie Jimeno from the National Statistics Office (NSO). The application was allegedly given by Amelia to Corazon's sister sometime in 2006 for filing with the NSO.

In her letter,<sup>[17]</sup> dated December 6, 2008 and received by the OAS-SC on December 9, 2008, Corazon requested a copy of Amelia's letter-comment regarding the discrepancy between her 1994 SALN and her Complaint-Affidavit against Corazon. Consequently, the OAS-SC granted Corazon's request and directed her to submit the required supplemental reply, but Corazon failed to submit any.

Parenthetically, Leilani, Records Officer II of the Records Division in the Office of the Court Administrator (OCA), was invited to appear before the OAS-SC for clarificatory questions relative to Amelia's assertion that Corazon was introduced to her by Leilani. Leilani testified on March 12<sup>[18]</sup> and April 4,<sup>[19]</sup> 2009 that Amelia's statement was true and that Corazon became very close to Noel and Amelia with whom she had business dealings.

In the ensuing investigation, Corazon gave sworn statements on April 17<sup>[20]</sup> and 29,<sup>[21]</sup> 2009. In gist, Corazon testified that, indeed, she became close to Noel and Amelia; that she was interested in buying two properties offered to her by Amelia,

but this fell through because one of them, the Brookside property, was subjected to an adverse claim<sup>[22]</sup> by Adelina, the first wife of Virgilio, and the other, the Canonigo property, was sold<sup>[23]</sup> to Menandro after Virgilio's death.

Corazon further testified that, as a good friend, she helped Noel and Amelia purchase a red Pajero via a trade-in of their Toyota Lite Ace van through an accommodation by her issuance of checks to cover the price difference, with the understanding that the checks will be funded by Noel and Amelia. When the red Pajero was repossessed for nonpayment by Noel and Amelia from which a civil suit arose, Corazon helped them in acquiring the silver Nissan X-Trail, with Noel and Amelia providing for the PhP 200,000 down payment. The vehicle, however, was in Corazon's name because Noel and Amelia's credit rating was low.

Corazon explained that she was supposed to shoulder the amortizations for the Nissan X-Trail as commission payment to Noel and Amelia who represented that they could help her land a contract with the Court for food/canteen concession. Eventually, Corazon was disqualified from the bidding for the concession, and thus could not pay the amortizations. With the nonpayment of the outstanding monthly amortizations, Noel and Amelia, with the consent of Corazon, sold the vehicle to a buyer who was supposed to assume payment of the monthly amortizations. The buyer, however, did not continue the monthly amortization payments, and since the Deed of Sale of the vehicle was not registered, the financing bank (Union Bank) was compelled to run after Corazon in a civil case.<sup>[24]</sup>

Corazon also testified that she introduced Amelia and Noel to one Rosa Caram who had an interest in some cases, such as G.R. No. 158805 (*Valley Golf & Country Club, Inc. v. Vda. de Caram*),<sup>[25]</sup> where Rosa was the respondent, and another involving Genbank. She narrated that a meeting took place in Makati in the office of a certain Alderito<sup>[26]</sup> Yujuico where Noel and Amelia represented that they could help set the Genbank case for agenda by the Court *En Banc* at the price of PhP 1.2 million. Rosa and Alderito were former stockholders of Genbank. Corazon, however, was not included in the deal.

Finally, Corazon admitted that she filed the instant administrative case, as well as the criminal complaint for bigamy against Noel and Amelia, to get back at them for filing harassment and unsubstantiated cases against her.

Subsequently, Noel and Amelia were directed<sup>[27]</sup> on June 9, 2009 to give their comment on the misrepresentations allegedly made by them: (1) that they could set a case for agenda by the Court *En Banc* for which they allegedly received PhP 1.2 million as consideration; and (2) that they could help Corazon obtain a contract with the Court for food concession in exchange for commissions. They were furnished a copy of the transcript of Corazon's sworn statements taken in April 2009.

In her letter-comment,<sup>[28]</sup> dated June 10, 2009 and wholly adopted by Noel, Amelia admitted knowing Corazon's interest in joining the bidding for the Court's canteen/food concession, but denied assisting her in any way. She likewise denied their receiving PhP 1.2 million in consideration for a promise to set a case for agenda by the Court *En Banc*, asserting that they were not in a position to do so. Anent the bigamous marriage, she pointed to a Regional Trial Court (RTC) decision

rendered on March 17, 2009 declaring the marriage of Noel with Rosemarie Jimeno null and void *ab initio*. On the Brookside property, they claimed no involvement in the transaction, and that Adelina filed an adverse claim only due to the many failed promises of Corazon who, they later found out, used the title to the property as security for some loans.

Subsequently, to bolster her defense of not interfering with Court processes relative to some cases, Amelia submitted copies of the September 6, 2006 Resolution<sup>[29]</sup> in G.R. No. 158805 and the January 29, 2007 Decision<sup>[30]</sup> in G.R. No. 168639.

On the other hand, Corazon submitted, as additional evidence, photocopies of two checks issued by Rosa to Noel and Amelia as payment for the promise to set a case for agenda or for a favorable outcome of some cases.

Meanwhile, on August 3, 2009, Amelia resigned from the Court through a letter dated July 29, 2009. Her resignation was accepted by the Court subject to the outcome of the instant administrative case.

On August 17, 2009, the OAS-SC inquired from the Judicial Records Office (JRO) if, at any point, the records of these cases were borrowed by any employee of the OCA.<sup>[31]</sup> The JRO, through its head of office, Atty. Ma. Lourdes G. Perfecto, Deputy Clerk of Court, gave its response<sup>[32]</sup> dated August 19, 2009, stating that the *rollos* of both cases were not borrowed by any employee or officer of the OCA but only circulated within the JRO, the Divisions of the Court, and the Court *En Banc*, as evidenced by the entries in their logbooks and monitoring index card records.<sup>[33]</sup>

Terminating its investigation on November 23, 2009, the OAS-SC submitted its Memorandum<sup>[34]</sup> with the findings, to wit: (1) Noel and Amelia committed immorality because, when they got married in 1994, both had existing marriages which had not yet been judicially annulled or nullified; and (2) the spouses violated Republic Act No. 3019 and the Code of Conduct for Court Personnel by misrepresenting that they could help set a case for agenda by the Court *En Banc*, which amounted to grave misconduct. Consequently, citing applicable penalties under the Civil Service Rules, it recommended the dismissal from the service of Noel and the forfeiture of all the benefits of Amelia, including accrued leave credits, both with prejudice to reemployment in the government, including government-owned and controlled corporations (GOCCs).

Anent the ownership of the silver Nissan X-Trail, the OAS-SC found no substantial evidence to prove that the monthly amortizations were to be paid by Corazon as commissions to Noel and Amelia from a food/canteen concession with the Court. The mere testimony of Corazon is not enough, although her testimony bears out the fact that she was, indeed, introduced to Tribiana, who was then a member of the Bids and Awards Committee, which tends to show that Amelia did misrepresent that she could influence the bidding process.

As regards the transactions involving real estate properties, the OAS-SC said that the Canonigo property transaction is the subject of a pending case before the trial court and must be ventilated in that court, while the issues with the Brookside property are best threshed out in a proper adversarial court proceeding. Finally, it stated that administrative liability for alleged fraud and falsification may only