

## FIRST DIVISION

[ A.M. No. P-07-2362, June 13, 2008 ]

**MAGDALENA P. CATUNGAL COMPLAINANT, V.S. JOCELYN C. FERNANDEZ, COURT STENOGRAPHER I, MUNICIPAL TRIAL COURT, CABA, LA UNION, RESPONDENT.**

### D E C I S I O N

**CARPIO, J.:**

This is a complaint for failure to pay a just debt filed by Magdalena P. Catungal (Catungal) against Jocelyn C. Fernandez (Fernandez), Court Stenographer I, Municipal Trial Court, Caba, La Union.

On 14 March 2003, Fernandez bought four cavans of rice worth P4,800 from Catungal. Fernandez signed a note<sup>[1]</sup> acknowledging her receipt of the rice and promised to pay the P4,800 on 15 March 2003.

Fernandez failed to pay on 15 March 2003. Catungal repeatedly demanded payment from Fernandez. Despite the repeated demands, Fernandez refused to pay. Fernandez kept on promising Catungal that she would pay her debt; however, she never did. Every time Catungal demanded payment, Fernandez made up an excuse why she could not pay: (1) in a letter<sup>[2]</sup> dated 19 March 2003, she stated that she was in Baguio; (2) in a letter<sup>[3]</sup> dated 27 March 2003, she stated that she had not received a certain check and that she was in Baguio; (3) in a letter<sup>[4]</sup> dated 2 June 2003, she stated that a certain piece of jewelry was in Baguio and that she was on leave; (4) in a letter<sup>[5]</sup> dated 5 June 2003, she stated that her child was not able to bring the piece of jewelry from Baguio; (5) in a letter<sup>[6]</sup> dated 9 June 2003, she stated that she was going to Baguio to get the piece of jewelry; (6) in a letter<sup>[7]</sup> dated 23 June 2003, she stated that she would receive money from someone; and (7) in a letter<sup>[8]</sup> dated 21 July 2003, she stated that she got sick and that she would borrow money.

In an affidavit-complaint<sup>[9]</sup> dated 26 February 2004 and referred to the Office of the Court Administrator (OCA), Catungal charged Fernandez with willful failure to pay a just debt. In its 1<sup>st</sup> Indorsement<sup>[10]</sup> dated 8 October 2004, the OCA directed Fernandez to comment on the affidavit-complaint. Fernandez ignored the 1<sup>st</sup> Indorsement. In its 1<sup>st</sup> Tracer dated 18 March 2005, the OCA directed Fernandez to comment on the affidavit-complaint. Fernandez ignored the 1<sup>st</sup> Tracer. In a Resolution dated 5 June 2006, the Court required Fernandez to comment on the affidavit-complaint and to show cause why she should not be administratively dealt with for repeatedly refusing to comment. Fernandez ignored the 5 June 2006 Resolution.

In a Resolution dated 19 March 2007, the Court dispensed with Fernandez's comment and referred the matter to the OCA for evaluation, report, and recommendation.

In a Report dated 25 June 2007, the OCA found Fernandez liable for willful failure to pay a just debt. Considering that this is the third time Fernandez willfully failed to pay a just debt and considering her refusal to comment on the affidavit-complaint, the OCA recommended that she be dismissed from the service. However, since Fernandez was already removed from the service on 13 December 2005 for unsatisfactory performance, the OCA recommended that she be fined P5,000 instead. In a Resolution dated 22 August 2007, the Court re-docketed the case as a regular administrative matter.

The Court finds Fernandez liable for willful failure to pay a just debt and for insubordination.

Willful failure to pay just debts is administratively punishable.<sup>[11]</sup> It is unbecoming a court employee and a ground for disciplinary action.<sup>[12]</sup>

Just debts refer to claims the existence and justness of which are admitted by the debtor.<sup>[13]</sup>

Fernandez's failure to comment on the affidavit-complaint implies her admission of the existence and justness of Catungal's claim.<sup>[14]</sup> Also, Fernandez's letter dated 21 July 2003 clearly shows her admission of the existence of the debt and her repeated failure to pay it:

I'm sorry Manang last Saturday *na* collapse *kasi ako saka sabi ni* Aweng, *wala pa raw pera. Kaya nag-absent ako ngayon para magremedyo ng pambayad ko sa iyo, punta ako ng Agoo para umutang ng pambayad ko sa yo sa moneyline. Bukaska na lang punta ate last promise ko na sa yo.*  
<sup>[15]</sup>

Fernandez's letters, her refusal to comment on the affidavit-complaint, and the fact that the debt has remained unpaid since 15 March 2003 conclusively show that Fernandez willfully failed to fulfill her obligation to Catungal.

Section 52(C)(10) of the Revised Uniform Rules on Administrative Cases in the Civil Service<sup>[16]</sup>

classifies willful failure to pay just debts as a light offense punishable by a reprimand for the first offense, suspension of one to 30 days for the second offense, and dismissal for the third offense. This is the *third* time the Court has found Fernandez guilty of willful failure to pay a just debt. In *Marata v. Fernandez*,<sup>[17]</sup> the Court found her liable for willful failure to pay her debt of P95,000. In *Bernal, Jr. v. Fernandez*,<sup>[18]</sup> the Court found her liable for willful failure to pay her debt of P20,108.

Aside from failing to pay her debt, Fernandez displayed her indifference by repeatedly refusing to comment on the affidavit-complaint. In its 1<sup>st</sup> Indorsement dated 8 October 2004 and 1<sup>st</sup> Tracer dated 18 March 2005, the OCA directed Fernandez to comment on the affidavit-complaint. In its Resolution dated 5 June 2006, the Court directed Fernandez to comment on the affidavit-complaint.