

EN BANC

[**A.M. NO. P-06-2197 (FORMERLY A.M. NO. OCA
I.P.I. 05-2254-P), October 11, 2007**]

**PAG-IBIG FUND, REPRESENTED BY MARIETTA B. BRITANICO,
COMPLAINANT, VS. MANUEL L. ARIMADO, SHERIFF IV,
REGIONAL TRIAL COURT, BRANCH 4, LEGAZPI CITY,
RESPONDENT.**

DECISION

PER CURIAM:

Marietta B. Britanico, Regional Manager of Home Development Mutual Fund (PAG-IBIG) in Legazpi City, charged Manuel L. Arimado, Sheriff IV of Branch 4, Regional Trial Court (RTC), Legazpi City (respondent), in a July 29, 2005 Affidavit-Complaint,^[1] with "misfeasance and malicious nonfeasance in office."^[2]

Gathered from the *rollo* are the following facts which spawned the filing of the present administrative complaint:

PAG-IBIG caused the extrajudicial foreclosure of real estate mortgage on the property of one Venus Rosauro. The property was sold at public auction by respondent on January 14, 2000 to the highest bidder, one Fidel See (See), who paid the bid price of P272,000.00.^[3] Respondent received the said amount on even date for which he issued a receipt,^[4] and deposited it with the Office of the Clerk of Court. He subsequently withdrew the amount, however, upon the representation that he would deliver it to PAG-IBIG.^[5]

Respondent did not remit the amount to PAG-IBIG, however.

As the period for redemption of the mortgage lapsed without the mortgagor exercising the right of redemption, See sought to possess the property by filing a complaint for specific performance with damages against PAG-IBIG and respondent.

During the pendency of the complaint for specific performance or on October 15, 2001, See, PAG-IBIG, and respondent forged a Compromise Agreement^[6] the pertinent portions of which read:

3. **Respondent Manuel L. Arimado[,] due to urgent financial need[,] acknowledged that he personally used the money paid to him by plaintiffs which represents the bid price of the above mentioned [sic] property subject of the foreclosure sale.** The bid price should have been delivered/paid by Respondent Arimado to Home Development Mutual Fund (PAG-IBIG) as payment and in satisfaction of its mortgage claim.

4. Respondent Manuel L. Arimado obligates himself to pay in cash to his co-defendant Home Development Mutual Fund (PAG-IBIG), the amount of P272,000.00 representing full payment of its claim on or before October 31, 2001 in order that the title to the property shall be released by PAG-IBIG to plaintiffs. An additional amount of P28,000.00 shall likewise be paid by defendant Arimado to the plaintiffs as reimbursement for litigation expenses.^[7] (Emphasis and underscoring supplied)

By Decision of October 31, 2001, the RTC, Branch 3, Legazpi City approved the Compromise Agreement.^[8]

It appears that respondent welched on his obligation under the Compromise Agreement; hence, the present administrative complaint.

In his September 9, 2005 Comment^[9] on the Complaint, respondent averred that after the auction sale of the property, he prepared the Certificate of Sale and tried to deliver the P272,000.00 bid price to PAG-IBIG, but it "was not accepted for no apparent reason," prompting him to deposit the same with the Office of the Clerk of Court, RTC, Legazpi City.

Respondent further averred that "when [his] request for financial assistance^[10] was denied after [he] was assured that it would be granted[,] and after [his] wife had already accumulated hospital expenses, [he] was forced to utilize the amount [to pay the hospital] expenses."^[11] Respondent added that he was aware that he was in a "delicate situation," but he had no recourse but to save his ailing wife's life.^[12]

Respondent furthermore averred that his request to pay the amount on installment was approved by the PAG-IBIG Regional Office, but when he was tendering the first payment, it was rejected.

The parties having been given the opportunity to be heard, the Office of the Court Administrator (OCA), after evaluating the case,^[13] recommended that respondent be dismissed from the service for dishonesty with forfeiture of all benefits, except accrued leaves, and with perpetual disqualification for reemployment in the government service including government owned and controlled corporations.^[14]

The recommendation of the OCA is well-taken.

Admittedly, respondent misappropriated the money entrusted to him by reason of his office. Such act degrades public confidence and casts distrust in an institution which guards society against criminality and impropriety in the public service. His willingness to pay the misappropriated amount neither exonerates him nor mitigates his liability.

The conduct, as well as behavior, of every officer or employee connected with an office charged with the dispensation of justice is circumscribed with a heavy burden of responsibility. His conduct, at all times, must not only be characterized by propriety and decorum but, above all else, must be above suspicion.^[15]