

SECOND DIVISION

[**A.M. NO. P-01-1514 [FORMERLY A.M. NO. 01-2-48-RTC], February 18, 2005**]

EXECUTIVE JUDGE BIENVENIDO V. REYES, COMPLAINANT, VS. RODRIGO G. BALIWAG, SHERIFF IV, REGIONAL TRIAL COURT, BRANCH 30, SAN PABLO CITY, RESPONDENT.

DECISION

CALLEJO, SR., J.:

The instant administrative case stems from the Letter of Executive Judge Bienvenido V. Reyes, Regional Trial Court (RTC), San Pablo City, Branch 29, transmitting for appropriate action the documents pertinent to the unauthorized extra-judicial foreclosure sales conducted by Rodrigo G. Baliwag, Sheriff IV, RTC of San Pablo City, Branch 30.

In a Memorandum dated July 15, 1998, Executive Judge Reyes called the attention of the respondent on his apparent unauthorized conduct of extra-judicial foreclosure sales which had not been coursed through the Office of the Clerk of Court as *Ex-Officio* Provincial Sheriff, to wit:

You are hereby **STRONGLY WARNED** to desist from conducting any further extrajudicial foreclosure sales unless expressly authorized by the Clerk of Court. This **STERN WARNING** is without prejudice to whatever administrative action which may be taken later.

In his Explanation dated July 22, 1998, the respondent Sheriff made the following averments:

Sometime in the month of April 1997, the representative of BA Finance Corporation approached me and requested that if possible, I could help them in the sale of the subject vehicles. I told him that it should pass through the Office of the Clerk of Court so that the necessary legal fees would be paid. BA Finance was then in a hurry to have the vehicles sold so that I acceded to their request with the assurance from them that they would pay the necessary legal fees. BA Finance assured me that after the auction sale and if all the papers are alright, they would pay the corresponding legal fees with the Office of the Clerk of Court. ...

The respondent further averred therein that he followed up the matter of the payment of legal fees with BA Finance, and was assured that it would do so. Upon their failure to settle the legal fees with the Office of the Clerk of Court, the respondent refrained from further heeding any more of the corporation's requests.

Executive Judge Reyes enclosed the following documents and papers in his transmittal letter:

c. **Findings of Judge Marivic T. Balisi-Umali, dated July 27, 1998**, stating that the explanation submitted by Sheriff Baliwag is unsatisfactory considering his long years in the service which should have made him knowledgeable and strictly observant of the rules on extra-judicial foreclosure sale.

d. **Letter dated July 20, 1998 of Executive Judge Bienvenido V. Reyes** addressed to BA Savings Bank, San Pablo City Branch, warning the latter to course all their transactions with the court through proper channels.

e. **Letter dated July 13, 1998 of Mr. Rodolfo Rosal** to Executive Judge Bienvenido V. Reyes coursed through Atty. Amy Melba S. Bebulia, Clerk of Court VI, requesting a certified true copy of the Certificate of Sale issued by Rodrigo G. Baliwag in Extra-Judicial Foreclosure Sale of Chattel Mortgage (EJF No. 1978[97]) entitled "BA Savings Bank vs. Mario Porto" and the original copy of the Sheriff's Return.

f. **Letter-Reply dated July 13, 1998 of Atty. Amy Melba S. Belulia** informing Mr. Rodolfo Rosal that the Extra-judicial foreclosure of Chattel Mortgage entitled "BA Savings Bank vs. Mario Porto," EJF No. 1978(97), was never filed in her office; neither did she have any knowledge of the certificate of sale issued by Sheriff Rodrigo G. Baliwag in the said chattel mortgage. The office docket further showed that EJF No. 1978(97) refers to the extra-judicial case filed by [the] Rural Bank of Victoria (Laguna) Inc. v. Amor Aquino.

g. **Notice of Extra-judicial Sale dated March 25, 1997** signed by Sheriff Rodrigo G. Baliwag regarding the sale of one (1) unit of 1986 Isuzu Elf scheduled on April 15, 1997 relative to EJF No. 1978(97) entitled "BA Savings Bank v. Mario Porto."

h. **Certificate of Posting in EJF No. 1978(97), BA Savings Bank vs. Mario Porto, dated March 26, 1997, signed by Sheriff Rodrigo G. Baliwag** confirming compliance with the requirements of posting.

i. **Letter dated June 2, 1998 of Mr. Mario M. Bartolome** to Executive Judge Bienvenido V. Reyes coursed through Atty. Amy Melba S. Belulia requesting a certified copy of the certificate of sale issued by Sheriff Rodrigo G. Baliwag in BA Savings Bank v. Narciso Tangcangco and for the original copy of the Sheriff's return.

j. **Letter-Reply dated June 2, 1998 of Atty. Amy Melba S. Belulia** informing Mr. Mario M. Bartolome that the subject extra-judicial foreclosure he was requesting for was never filed in her office; neither did she have any knowledge of the certificate of sale issued by Sheriff Baliwag.

k. **Certificate of Sale in BA Savings [Bank] v. Narciso Tangcangco, dated October 31, 1997, signed by Sheriff Rodrigo G. Baliwag and subscribed before Assistant City Prosecutor Bimbo A. Mercado**, confirming the sale at public auction of one (1) unit of Isuzu dump truck

conducted in the manner prescribed by law.

l. Certificate of Posting in BA Savings [Bank] v. Narciso Tangangco dated October 10, 1997, signed by Sheriff Rodrigo G. Baliwag confirming compliance with the requirements of posting.

m. Notice of Extra-judicial Sale in BA Savings Bank v. Narciso Tangangco signed by Sheriff Rodrigo G. Baliwag regarding the sale of one (1) Unit of Isuzu Dump Truck scheduled on October 31, 1997.

n. Minutes of the Auction Sale in BA Savings Bank vs. Mario Porto, dated April 15, 1997, signed by Sheriff Rodrigo G. Baliwag.

o. Certificate of Sale in BA Savings Bank vs. Mario Porto, dated April 15, 1997, signed by Sheriff Rodrigo G. Baliwag confirming the sale of one (1) unit of 1986 Isuzu Elf conducted in the manner prescribed by law.

p. Transmittal letters dated April 16, 1997 and November 12, 1997 of Atty. Amy Melba S. Belulia to the Statistics Division of the Supreme Court submitting the report of the court's processes for the months of March and October 1997. Attached therewith were reports submitted by Sheriff Rodrigo G. Baliwag for the said months.

Pursuant to the recommendation of the Office of the Court Administrator (OCA), Executive Judge Reyes's Letter of July 30, 1998 in relation to his Memorandum dated July 15, 1998, was treated as an administrative complaint against the respondent Sheriff for gross misconduct.^[1]

In his Comment dated September 30, 2001, the respondent averred that the said letter of Executive Judge Reyes, dated July 30, 1998, should not have been treated as an administrative complaint against him, as he had already been penalized with a stern and/or strong warning in Judge Reyes's Memorandum of July 15, 1998. He further averred that he conducted the foreclosure sales in question in good faith. In his "Supplement to Comment" dated February 8, 2002, the respondent further explained:

1. Earnest efforts were exerted by respondent to locate Mr. Amador Lopez, who requested respondent to auction the vehicles subject of the foreclosure sales involved in the above-entitled matter, but such efforts have so far proven futile;
2. Respondent reiterates that there was no intention on his part to prejudice the government, he having only acceded to the request of his brother Rotarian Amador Lopez, respondent being a past president of the Rotary Club of San Pablo City South;
3. If there was a victim in this unfortunate incident, it is the respondent who was goaded into helping one whom he considered a friend, being at the time too naïve to realize the consequences of his act;