

SECOND DIVISION

[A.M. No. RTJ-04-1888 (Formerly OCA IPI 03-1913-RTJ), February 11, 2005]

EDGARDO O. MAQUIRAN, COMPLAINANT, VS. JUDGE JESUS L. GRAGEDA, RESPONDENT.

D E C I S I O N

AUSTRIA-MARTINEZ, J.:

Before us is an administrative complaint^[1] filed by Edgardo O. Maquiran against Judge Jesus L. Grageda of the Regional Trial Court, Branch 4, Panabo City, Davao del Norte, for grave abuse of discretion, direct bribery, violations of *Batas Pambansa Blg. 129*, violation of the Canons of Judicial Ethics and rendering manifestly unjust judgment under Article 206 of the Revised Penal Code committed in relation to Civil Case No. 95-45.^[2]

Complainant is the Chairman of the Banned Chemical Research and Information Center, Inc., association of Filipino claimants banana plantation workers who were exposed to a certain chemical "dibromochloropropane" used in the plantation which caused ill-effects on their reproductive organs. Filipino victims together with other victims from twelve countries filed civil cases for mass torts and damages against the U.S. based multinational corporations with the U.S. courts which dismissed the cases on ground of forum *non conveniens*; and required the claimants to file actions in their home countries. Hence, the more than 7,000 Filipino claimants filed four civil cases in four different venues against the U.S. corporations, namely: Shell Oil Co., Dow Chemical Company and Occidental Chemical Corporation, Standard Fruit Company, DOLE Fresh Fruit Company, Chiquita Brands and Del Monte Fresh Produce. One of these civil cases was raffled to respondent, docketed as Civil Case No. 95-45 in 1995. Sometime in July 1997, the cases were globally settled in the U.S. by virtue of a document known as the Compromise Settlement, Indemnity and Hold Harmless Agreements, referred to as the "Settlement." Plaintiffs and defendants in this subject case moved for the approval of the settlement.

On December 20, 2002, respondent issued an Omnibus Order approving the Settlement by way of a judgment on compromise.^[3]

Plaintiffs moved for the execution of the Omnibus Order which was opposed by the defendant corporations on the ground that there is nothing more to execute since the compromise agreements have long been satisfied. Respondent granted the issuance of a writ of execution on April 15, 2003.^[4] Accordingly, the writ of execution was issued on April 23, 2003, to wit:

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NOW THEREFORE, you are hereby commanded to cause the execution of the Omnibus Order of this court dated December 20, 2002 specifically to

collect or demand from each of the herein defendants the following amounts to wit:

1. Defendants Dow Chemical Company ("Dow") and Occidental Chemical Corporation ("Occidental") the amount of:
 - a. \$22 million or such amount equivalent to the plaintiffs' claim in this case in accordance with their Compromise Settlement, Indemnity, and Hold Harmless Agreement (Annex "A"); and
 - b. The amount of \$20 million or such amount equivalent to the plaintiffs' claim in this case in accordance with their Compromise Settlement, Indemnity, and Hold Harmless Agreement (Annex "B")
2. Defendants Del Monte Fresh Produce, N.A. and Del Monte Fresh Produce Company (formerly Del Monte Tropical Fruit, Co.) (collectively, the "Del Monte defendants") the amount of One Thousand Eight and No/100 Dollars (\$1,008.00) for each plaintiff in accordance with their Release in Full Agreement;
3. Defendants Chiquita Brands, Inc. and Chiquita Brands, International, Inc. (collectively the "Chiquita Defendants") the amount of Two Thousand One Hundred Fifty-Seven and No/100 Dollars (\$2,157.00) for each plaintiff in accordance with their Release in Full Agreement.

You are likewise directed to make a return of the proceedings taken thereon within sixty (60) days from receipt hereof.^[5]

The Sheriff returned the writ of execution unsatisfied. Defendant corporations filed their separate motions for reconsideration of the issuance of the writ of execution and for the quashal thereof, insisting that there is nothing left to execute since plaintiffs' claims had already been paid in accordance with the compromise agreements. They prayed for the reception of evidence to prove their defense; that respondent himself oversee and monitor the photocopying, certification and authentication of the individual release and other related settlement documents which are in the safekeeping of the law firm in Houston, Texas, U.S.A. They likewise manifested that they are willing to defray the expenses of the proceedings in the U.S. Plaintiffs' counsel opposed such motions and argued that it is too late for the presentation of evidence and objected to the presentation of evidentiary documents in the U.S.

On June 30, 2003, respondent issued an Order^[6] granting defendants' separate motions for reception of evidence in the U.S., at the expense of defendant corporations; and stating that further implementation of the writ of execution which was returned unsatisfied is held in abeyance or suspended until the proceedings in the U.S. shall have been terminated and/or completed.

Respondent wrote the Office of the Court Administrator (OCA) a letter dated July 3, 2003, requesting permission to be on "court duty" pursuant to his Omnibus Order dated June 30, 2003 and/or for leave of absence after the completion of such court duty to visit his daughter in New York, U.S.A. to last not later than August 26, 2003.

On July 18, 2003, respondent issued an Order to supplement/implement his Order dated June 30, 2003 outlining the details of the U.S. proceedings, to wit: members of the parties, venue, duration, and the reasonable expenses for travel, food and accommodations, personnel and equipment which shall be jointly shouldered by the defendants.

While respondent's request for an authority to be on court duty was pending action, he wrote another letter dated August 11, 2003, asking permission to travel in the U.S. for the purpose of visiting his daughter, which the Court granted. The travel authority dated August 27, 2003 authorized respondent to travel to the U.S. from August 26 to September 15, 2003 to visit his daughter which shall be at the expense of respondent and chargeable against his forfeitable and cumulative leave credits.

However, while in the U.S., respondent conducted proceedings in the Philippine Consulate General Office, San Francisco, California, U.S.A., from August 27 to September 29, 2003, and issued an Order dated September 29, 2003, the dispositive portion of which reads:

WHEREFORE, the Court, hereby, RESOLVES:

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2. To direct once more the Consulate General's Office, again, through the support and assistance of Consul General Delia Menez Rosal, Consuls Eduardo Malaya, and Leoncio Cardenas, and all their staff to transmit to Branch 4, Regional Trial Court, Hall of Justice, Panabo City, Davao del Norte, Philippines, the evidentiary documents consisting of affidavits of witnesses, separate and distinct Compromise Agreements, Amendment to the Compromise Agreement, Trust Agreements, Court records pertaining to the probate of the Trust Agreement, the Releases in Full for the manufacturers Dow, Occidental and Shell, the Releases in Full of Chiquita and the Releases in Full of the Del Monte defendants, the checks and drafts duly authenticated, including microfilm copies and bank certificates, the bank documents pertaining to the deposit of the settlement amounts of the respective settling defendants Dow, Occidental, Shell, Chiquita and Del Monte, the settlement plaintiffs, retainer agreements, executed by the plaintiffs, and various Court records submitted by Fred Misko, pertaining to the RICO case he filed against Atty. Macadangdang, *et al.*, the various statutes and applicable American cases testified on by Judge Ruby Kless Sondock, and the original transcripts prepared and signed by the court reporters from the American Reporting Services, and all other documents authenticated by the undersigned and/or received by the Court in the proceedings conducted in this venue.

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5. To declare the photocopies of all the aforesaid documents that were viewed, examined, and thoroughly scrutinized by the Court as aforesaid, *vis-a-vis* their originals as unquestionably authenticated personally by the undersigned, as faithful, true and correct copies of their respective originals.

6. And finally, to declare the proceedings in the above-entitled case in this venue terminated and/or the task set out to be done by the Court in coming to the Consulate General's Office of San Francisco, California, U.S.A. *functus officio*.^[8]

Complainant filed the instant administrative case against respondent alleging that respondent committed (1) grave abuse of discretion in issuing the Order dated June 30, 2003, staying the service of the writ of execution and directing himself and his staff to go to the U.S. for further reception of evidence; (2) direct bribery when he suspended the writ of execution because defendants offered him free trip to the U.S., with free passport and visa services, free round trip tickets, free hotel accommodations, food and daily allowances for the duration of his stay therein; (3) violation of *B.P. Blg. 129* on territorial jurisdiction of the Regional Trial Court when he conducted court sessions in San Francisco, California, U.S.A., from August 27 to September 29, 2003 without authorization from the Supreme Court; (4) violations of Canons of Judicial Ethics (a) for not being studiously careful to avoid even the slightest infraction of the law, and (b) when he accepted the offer of defendants for a free trip with accommodations to the U.S.; and (5) violation of Art. 206 of the Revised Penal Code by issuing an unjust Order dated September 29, 2003 ordering the stay of the execution of the writ in order to gather, receive and appreciate xerox copies of evidence submitted to him in the course of the illegal court session held in the U.S.

Judge Grageda filed his comment which is summarized by the OCA in its Memorandum,^[9] as follows:

On the charge of Grave Abuse of Discretion —

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5. It is a brazen and wanton lie for the complainant to claim that the defendants offered him free passport and visa services since the same were issued in the normal course of procedures in and by the Department of Foreign Affairs and the US Embassy. His passport was issued on 27 September 1999, three (3) years and eleven (11) months before he conducted proceedings in California, USA, and his visa was granted on 15 May 2000, three (3) years and three (3) months before he conducted said proceedings. Hence, complainant not only brazenly lied, but also committed perjury in stating under oath that the defendants offered him free passport and visa services;

6. He vehemently denies that he made a complete turn-around and ordered a stay of the writ of execution and directed himself and his staff to have a trip to USA in blatant disregard of the rules of court. The complainant did not state what particular rule was violated. On the contrary, the Order dated 30 June 2003 was arrived at by virtue of his authority in the same manner and with the same bases as his other orders and issuances. In fact he cited in his said order the rule and the law supporting his conclusions;

IV. On the charge of Direct Bribery —

1. He denies the charge for being baseless;

2. He did not order the suspension of the service of the writ of execution, which was in fact served and implemented by the sheriff;
3. In support of complainant's claim that the defendants offered him a free trip to USA should he (Judge Grageda) suspend the service of the writ of execution are the pleadings/motions filed by the parties in the subject case, but nowhere in said pleadings/motions could they find support to such claim;
4. As a judge, it is his bounden duty to act on all motions. His ruling on the motions filed before him or his orders and issuances are correctible by ordinary appeal or *certiorari*, which complainant dismally failed;
5. His trip to San Francisco was prayed for by the defendants and agreed by the plaintiffs. The reason for said trip is to ferret out the truth regarding the diametrically conflicting claims of the plaintiffs and the defendants as to payment of defendants' obligations to plaintiffs pursuant to the compromise settlement approved by the court. It is his lawful discretion and duty under the law to hold in abeyance the further implementation of the writ of execution to avoid a miscarriage of justice;

V. On the charge of Violation of BP 129 —

1. The rationale for the conduct of proceedings in the Philippines Consulate General's Office, San Francisco, California, U.S.A. was explained in full in his Order dated 30 June 2003;
2. *BP 129* is silent on his conduct of proceedings in the USA, but which conduct of proceedings finds support in the Rules of Court, International Law, and implied in the inherent powers of the court to exercise its discretion in adopting necessary means and procedure to properly resolve issues of facts and law brought up before it in a case subjudice and in so doing, administers justice properly.

VI. On the charge of Violation of the Canons of Judicial Ethics —

1. The charge is self-serving. As explained above, he conducted the subject proceedings abroad as part of his faithful and lawful performance of his duties and functions as judge to properly resolve the issues brought before his court in the interest of the proper administration of justice;
2. His actions on the motions filed by the parties are correctible only by ordinary appeal or *certiorari*, which the complainant failed to do. His conduct stands in the absence of modification, correction or reversal by the appellate courts;
3. To suit their ends, complainant grossly twisted and misinterpreted his Order dated 18 July 2003, which he is estopped to question because it was issued after due deliberation in court and with the conformity of the parties;