

THIRD DIVISION

[A.M. NO. P-05-2008, June 21, 2005]

**SPOUSES PRESCILO AND GOMERSINDA TAGALOGUIN,
COMPLAINANTS, VS. CONRADO V. HINGCO JR., DEPUTY SHERIFF
IV, REGIONAL TRIAL COURT (BRANCH 7), TUBOD, LANAOS DEL
NORTE, RESPONDENT.**

DECISION

PANGANIBAN, J.:

As court employees, sheriffs are obliged to conduct themselves with propriety and decorum and to ensure that their actions are above suspicion at all times. The Court cannot countenance -- it in fact condemns -- any conduct, act or omission that violates the norm of public accountability and diminishes, or even just tends to diminish, the faith of the people in the judiciary.

The Case and the Facts

This case originated from a Complaint^[1] filed with the Office of the Court Administrator (OCA) on July 9, 1999, by Spouses Prescilo and Gomersinda Tagaloguin against Sheriff IV Conrado V. Hingco Jr. In their Complaint, the spouses charged respondent with gross misconduct as follows:

"x x x x x x x x x

"3. That one Asuncion Alvia, sometimes (sic) on January 29, 1993, filed Civil Case No. 658 for Forcible Entry and Damages with Prayers for Preliminary Mandatory Injunction and Restraining Order against the herein plaintiffs, spouses Gomersinda A. Tagaloguin and Prescilo Tagaloguin, before the Honorable 7th Municipal Circuit [Trial] Court of Tubod-Baroy, Baroy, Lanao del Norte;

"4. That the subject matter of said Civil Case No. 658 was allegedly a parcel of land known as Lot 6, containing an area of THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY SIX (39,726) SQUARE METERS, located at Pangji, Baroy, Lanao del Norte, and which was allegedly entered by the defendants in said case, the spouses Gomersinda A. Tagaloguin and Prescilo Tagaloguin now plaintiffs in the present administrative case;

"5. That the Honorable 7th Municipal Circuit Trial Court of Tubod, Baroy, Lanao del Norte, on August 9, 1993, rendered a decision in said Civil Case No. 658 in favor of defendants in said case spouses Gomersinda A. Tagaloguin and Prescilo Tagaloguin, now the plaintiffs in the present administrative case; x x x

"6. That Asuncion Alvia, plaintiff in said Civil Case No. 658 appealed the said decision dated August 9, 1993, to the Honorable Regional Trial Court of Lanao del Norte, but was remanded back to the Municipal Circuit [Trial] Court of Baroy, Tubod, Baroy, Lanao del Norte, for further proceedings and again decided for the second time in a decision dated February 14, 1996, again in favor of the defendants in said case and who are now plaintiffs in the present administrative case the spouses Gomersinda A. Tagaloguin and Prescilo Tagaloguin; x x x

"7. That again plaintiff Asuncion Alvia in said case appealed the said decision dated February 14, 1996, to the Honorable Regional Trial Court, Branch 07, Tubod, Lanao del Norte;

"8. That however after winning the case in Civil Case No. 658 in two (2) decisions the spouses Gomersinda A. Tagaloguin and Prescilo Tagaloguin, the plaintiffs in the present administrative case and as defendants in said Civil Case No. 658, lost before the Honorable Regional Trial Court, Branch 07, Tubod, Lanao del Norte, on the appeal of the said Asuncion Alvia in a decision dated February 14, 1997; x x x

"9. That the herein plaintiffs spouses Gomersinda A. Tagaloguin and Prescilo Tagaloguin thru their counsel at the time filed a Motion for Reconsideration of the Decision dated February 14, 1997, which was however denied by the Honorable Regional Trial Court, Branch 07, Tubod, Lanao del Norte, in an order dated March 25, 1997, consequently, the spouses Gomersinda A. Tagaloguin and Prescilo Tagaloguin, plaintiffs in the present case went to the Supreme Court on Certiorari which was also denied by virtue of a [R]esolution dated June 25, 1997;

"10. That in the meanwhile a Writ of Execution pending appeal was issued by the Honorable Regional Trial Court, Branch 07, Tubod, Lanao del Norte, in an order dated March 25, 1997, and the Writ of Execution in accordance thereto was actually issued on April 9, 1997;

"11. That in the said [D]ecision dated February 14, 1997, the dispositive portion read[s] as follows, quote:

'1. Ordering the defendants to pay the plaintiff the amount of P50,000.00 and to pay the cost of the proceedings;

'2. Ordering the defendants to restore the plaintiff in her possession over the subject property and ordering and restraining the defendants from continuing any further acts herein complained of.'

"12. That to satisfy the judgment sum of FIFTY THOUSAND (P50,000.00) PESOS, in accordance with the said decision dated February 14, 1997, defendant Sheriff IV, Conrado V. Hingco, Jr. of the Regional Trial Court, Branch 07, Tubod, Lanao del Norte, levied on execution a parcel of land owned by the spouses Gomersinda A. Tagaloguin and Prescilo Tagaloguin at Mananao, Baroy, Lanao del Norte, containing an area of TWENTY ONE

THOUSAND SIX HUNDRED SIXTY (21,660) Square Meters more or less, known as Lot 952-B covered by Original Certificate of Title No. P-5, 146 of the Registry of Deeds of Lanao del Norte; x x x

"13. That on August 7, 1997, in accordance with the Writ of Execution issued on April 8, 1997, Sheriff IV Conrado V. Hingco, Jr., defendant herein accompanied by escorts, consisting of Policemen of Baroy, Lanao del Norte, a daughter of Asuncion Alvia and a Barangay Councilor of Pangji, Baroy, Lanao del Norte and hired workers went to Pangji, Baroy, Lanao del Norte to enforce the decision dated February 14, 1997;

"14. That however, in the execution and enforcement of the said decision dated February 14, 1997, and in accordance with the Writ of Execution issued on April 8, 1997, defendant Sheriff IV Conrado V. Hingco, Jr. of the Regional Trial Court, Branch 07, Tubod, Lanao del Norte and in cahoot[s] and with the knowledge and consent of Asuncion Alvia and in utter and gross negligence and utter recklessness and in utmost bad faith and with the precise intent of violating the rights of the herein plaintiffs Gomersinda A. Tagaloguin and Prescilo Tagaloguin did not enforce the decision as well as the writ in accordance with the tenor of the writ and what is to be executed, because Sheriff IV Conrado V. Hingco, Jr., in collaboration with said Asuncion Alvia entered a wrong property not subject of the decision as well as that of the writ of execution, because what is executed by defendant Sheriff IV Conrado V. Hingco, Jr., is Lot No. 7, owned by plaintiffs Gomersinda A. Tagaloguin and Prescilo Tagaloguin and not Lot No. 6 which was the subject of the decision as well as the Writ of Execution and worst Sheriff IV Conrado V. Hingco, Jr., and in conspiracy and confederacy with Asuncion Alvia, demolished and destroyed the residential house of the plaintiffs erected on Lot No. 7 as well as the common house to the great damage and prejudice of the plaintiffs;

"15. That the said demolition and destruction of the residential house of plaintiffs Gomersinda A. Tagaloguin and Prescilo Tagaloguin upon the order and in conspiracy and confederacy of both defendant Sheriff IV Conrado V. Hingco, Jr. and Asuncion Alvia was not only illegal and unlawful and contrary to law and on account of the wanton and utter negligence and recklessness of said defendant Sheriff IV Conrado V. Hingco, Jr., but worst the same was made in utter violation of the rules as there was no motion for the demolition of the residential house of the plaintiffs neither [was there] an order as a result of the motion to that effect for the demolition of the house of the plaintiffs as well as the common house erected on said Lot No. 7 which is not the subject of the decision dated February 14, 1997, neither that of the writ of execution dated April 8, 1998;

"16. That as a result of the said wanton and utter recklessness committed by herein defendant Sheriff IV Conrado V. Hingco, Jr., in the performance of his duties aside from the fact that said demolition and destruction of plaintiffs house as well as that of the common house erected on Lot No. 7, being illegal and unlawful and contrary to law and contrary to the rules, in cahoot[s] with said Asuncion Alvia and in

exceeding the authority and tenor of the said [D]ecision as well as the [W]rit of [E]xecution issued, in executing a property not included by the said decision as well as the [W]rit of [E]xecution plaintiffs spouses Gomersinda A. Tagaloguin and Prescilo Tagaloguin lost important belongings and personal properties and valuable listed as follows;

x x x

x x x

x x x

"These items that were lost were valued at no less than FIVE HUNDRED THOUSAND (P500,000.00) PESOS;

"17. That the residential house is valued at no less than TWO HUNDRED THOUSAND (P200,000.00) PESOS;

"18. That as a result of the said utter and wanton negligence and recklessness and in gross violation of law and of the rules and with intent and in utmost bad faith to tr[a]mple and trifle the rights of the herein plaintiffs in enforcing the said decision of the [W]rit of [E]xecution without therefore exercising due diligence as mandated by law in the performance of his duties committed by said defendant Sheriff IV Conrado V. Hingco, Jr., plaintiffs herein had suffered tremendous mental anguish, serious anxiety, and sleepless nights and had deeply been humiliated which would entitle them to no less than ONE HUNDRED FIFTY THOUSAND (P150,000.00) PESOS moral damages;

"19. That in order to deter others working in government from committing and doing similar acts defendant Sheriff IV Conrado V. Hingco, Jr., must be condemned to pay exemplary damages at no less than FIFTY THOUSAND (P50,000.00) PESOS;

"20. That plaintiffs most likely would be constrained to secure the services of counsel and most likely at a contract price of FIFTY THOUSAND (P50,000.00) PESOS, Attorney's fees, and would likely to incur no less than TWENTY FIVE [THOUSAND] (P25,000.00) PESOS, future litigation expenses."^[2]

On September 16, 1999, then Court Administrator Alfredo L. Benipayo referred the Complaint to respondent sheriff and required the latter to comment thereon within ten days from receipt of the notice.^[3] Respondent failed to comply within the required period. In a letter^[4] dated April 16, 2001, then acting Court Administrator Zenaida N. Elepaño directed him to file the required comment within a non-extendible period of five (5) days from receipt of the notice. He was further warned that failure to do so would constrain the OCA to submit the case for consideration of the Court, even without his comment.

On June 19, 2001, the OCA received the May 30, 2001 Counter-Affidavit, in which respondent alleged as follows:

"x x x

x x x

x x x

"3. That sometimes [sic] on April 8, 1997, Acting Clerk of Court Vileo R. Ocampos, issued a Writ of Execution in Civil Case No. 07-368, directing

Sheriff Conrado V. Hingco, Jr., to enforced the [D]ecision of Judge Oscar E. Zerna dated March 25, 1997; x x x

"4. That after April 8, 1997, the respondent Sheriff enforced the Writ of Execution to Placed in Possession, the plaintiff appellant ASUNCION ALVIA to the subject land which is Lot No. 6, situated at Pang[i], Baroy, Lanao del Norte, NOT Lot No. 7 which was alleged in their complaint in paragraph 14 of their Administrative complaint;

"5. That the alleged [d]emolition of the residential house erected on Lot No. 7, at Pang[i], Baroy, Lanao del Norte, x x x actually happened on August 7, 1997, and it was Mr. SANTOS AMPARADO, the Appointed Administrator of the Estate of ANTONIO AMPARADO, together with his hired personnel and laborers who actually did the demolition of the residential house erected on said [L]ot No. 7. And this alleged complaint x x x was the same complaint filed in our Court RTC-Branch 7, Tubod, Lanao del Norte, entitled: GOMER[SI]NDA TAGALOGUIN rep. by EFREN A. TAGALOGUIN versus x x x ASUNCION ALVIA and SHERIFF CONRADO V. HINGCO, JR., docketed as CIVIL CASE NO. 07-4[5]5, and this [was] already answered by our counsel; x x x

"6. That the presence of respondent Sheriff Conrado Hingco, Jr., on said [d]ate August 7, 1997, was in accordance with the Order of the Hon. Judge Oscar E. Zerna, dated April 24, 1997 in an Sp. Proc. Case No. 07-110, entitled: IN THE MATTER OF PETITION FOR AN APPROVAL OF WILL [OF] ANTONIO AMPARADO, petitioner SANTOS [E]. AMPARADO; x x x

"7. That being my responsibility and obligation as such SHERIFF, I personally assisted Mr. Santos Amparado on that time in the performance of his duty as Administrator of the Estate of Antonio Amparado and that said Lot No. 7 is part of the real properties subject of the Administratorship of Mr. Santos Amparado;

"x x x

x x x

x x x"[5]

In a Resolution dated February 20, 2002, the Court, acting upon the recommendation of the OCA, referred the case to the executive judge of the Regional Trial Court (RTC) of Tubod, Lanao del Norte, for investigation, report and recommendation within sixty (60) days from receipt of notice.[6]

While acting Executive Judge Moslemen T. Macarambon was conducting the investigation, the parties (including herein complainants) in Special Proceedings No. 07-110, Civil Case No. 07-455 and Criminal Case No. 07-972, before the same court, decided to compromise. The parties sought to put an end to all litigations they had filed against each other and thus regain harmony in their familial relations. In the criminal case, the private complainants executed an Affidavit of Desistance with Motion to Dismiss.[7]

Herein complainants and respondent, together with Amparado, entered into a Compromise Agreement,[8] in which they prayed for the dismissal of Special Proceedings No. 07-110, Civil Case No. 07-455, and the instant Administrative Case