

FIRST DIVISION

[A.M. NO. MTJ-04-1553 (FORMERLY OCA-IPI NO. 03-1453-MTJ), August 18, 2005]

VIOLETA N. BELTRAN, COMPLAINANT, VS. JUDGE JAIME D. RAFER, MUNICIPAL CIRCUIT TRIAL COURT, TALISAY-LAUREL, BATANGAS, RESPONDENT.

D E C I S I O N

CARPIO, J.:

The Case

This is an administrative complaint against respondent Judge Jaime D. Rafer ("respondent Judge") of the Municipal Circuit Trial Court, Talisay-Laurel, Batangas for Grave Misconduct.

The Facts

In her Complaint dated 31 July 2003, complainant Violeta N. Beltran ("complainant") alleged that respondent Judge issued to her four checks^[1] amounting to P672,000. When presented for encashment, the checks were dishonored for insufficiency of funds or closure of account. Complainant claimed that respondent Judge issued the checks as reimbursement for the downpayment complainant paid to respondent Judge in the aborted sale of the latter's apartment to complainant. Complainant disclosed that she had also filed a criminal complaint against respondent Judge for violation of Batas Pambansa Blg. 22 and that the case is pending with Branch 25 of the Metropolitan Trial Court, Manila.

In his Comment dated 5 January 2004, respondent Judge did not deny issuing the checks subject of the complaint or the fact of the dishonor of the checks. To explain the events leading to the issuance of the checks, respondent Judge alleged that: (1) the contract of conditional sale between him and complainant over his four-door apartment in Pandacan, Manila was for P2,000,000, with P250,000 as downpayment; (2) the apartment was mortgaged to the Luzon Development Bank and he intended to use the proceeds of the sale to stop the bank from foreclosing its mortgage over the apartment; (3) a certain Raquel Carpio and "Aling Loria" ("realtors") brokered the sale between him and complainant; and (4) after making inquiries to find out why, after paying the downpayment, complainant stopped giving further payments, respondent Judge learned that complainant entrusted the subsequent payments to the realtors who pocketed the money. To explain why he nevertheless issued the checks to complainant, respondent Judge alleged:

It may be asked: Why did I issue the checks representing refund of the money of the complainant instead of forfeiting the same for their (sic) failure to comply with our Agreement?

My answer is: At the time I issued the checks, the title of the apartment was not yet consolidated in the name of the [Luzon Development Bank]. I was then entertaining the idea that I could still sell the same to other buyer (sic) and since the complainant, a Public School Teacher like my wife, and her husband, a seaman who spent months and years away from his family, had worked hard to earn said money, I volunteered to refund their money although under our contract I can forfeit the same to temper, if not compensate, the loss I suffered, I felt I was morally obliged to return their money. Hence, I issued the questioned checks on the conditions (sic) that they will defer encashment of the same until I sold said apartment to the other buyer. Actually, the actual amount involved was only about P400,000.00 and of this amount I received only P250,000.00 but I issued checks in the total amount of P650,000.00,^[2] adding P250,000.00 as interest, while riding on the positive idea that I could sell the apartment at a price higher than we had agreed upon.

Respondent Judge added that "to end this problem," he has conveyed to complainant parcels of land in Labo, Camarines Norte. Hence, according to him, this case should be considered "closed and terminated."^[3]

The Recommendation of the Office of the Court Administrator

In its Report dated 5 May 2004 ("Report"), the Office of the Court Administrator ("OCA") found respondent Judge liable for impropriety and recommended the imposition of a fine of P10,000. The Report reads:

The administrative and criminal complaints filed by complainant against respondent are offshoots of a Deed of Conditional Sale of a four (4) door apartment entered into between respondent, as vendor, and complainant, as vendee. The agreed price of the apartment was P2,000[,]000.00 and downpayments were made by the vendee. The sale was not consummated and, by way of reimbursing the downpayments made, respondent issued checks in favor of the complainant which were dishonored when presented for payment.

Misconduct in office means that it is a misconduct that affects the performance of the duties of the respondent judge and not those that affect his character or his personal behavior as a public officer.

In the instant case, complainant failed to present evidence showing that the acts complained of were related to respondent's official duties. Selling property and issuing checks are not connected with the official duties of the respondent judge.

The Code of Judicial Conduct, however, provides that a judge should not only avoid impropriety, but also the appearance of impropriety in all activities. He should be careful in his dealings, both in his professional and individual capacities[,] in order to promote and protect the image of the judiciary to which he is privilege (sic) to belong xxx.^[4]