

SECOND DIVISION

[A.M. NO. P-04-1871, August 09, 2005]

**JOSE P. MARATA, COMPLAINANT, VS. JOCELYN C. FERNANDEZ,
RESPONDENT.**

R E S O L U T I O N

AUSTRIA-MARTINEZ, J.:

Before this Court is a complaint for grave misconduct and non payment of debt against Jocelyn C. Fernandez, Court Stenographic Reporter I of the Municipal Trial Court, Caba, La Union.

In a letter dated February 18, 2003, complainant alleged that: he and respondent executed a compromise agreement in Civil Case No. 869 (SF-97) pending before the 4th Municipal Circuit Trial Court (MCTC), San Fabian-San Jacinto, Pangasinan, where respondent acknowledged her indebtedness to the complainant in the amount of P95,000.00; respondent agreed to pay the amount of P5,000.00 monthly and P50.00 daily until the obligation is fully paid, with the condition that should respondent fail to pay for two consecutive months, the remaining obligation shall become due and demandable; the agreement was presented to and approved in a Decision issued by the MCTC^[1] which subsequently issued a writ of execution after respondent failed to comply with the agreement; when the sheriff tried to implement the writ, respondent rushed to her house and deliberately concealed her personal belongings to prevent the same from being levied; respondent also bragged to her mahjong playmates that she is untouchable being an employee of the court and that it is better to bet her money in mahjong than to pay her debt to complainant. Complainant also stated that he lent his hard-earned money because of respondent's promise that she will pay the same and that she will not compromise her position in the court.^[2]

On June 25, 2004, the Office of the Court Administrator (OCA) submitted its report noting that respondent failed to file her comment despite the 1st Indorsement dated March 6, 2003 issued by Court Administrator Presbitero J. Velasco, Jr. requiring respondent to submit the same, and the First Tracer dated November 7, 2003 which respondent received on November 24, 2003 enjoining her to file a comment within five days from receipt thereof otherwise the matter will be submitted to the Court without her comment.^[3]

The OCA then recommended that:

... the instant IPI be redocketed as a regular administrative matter and respondent Jocelyn C. Fernandez be suspended from office without salary and other benefits for a period of two (2) months for gross insubordination and a reprimand for willful failure to pay just debt with a

stern warning that repetition of the same or similar offenses shall be dealt with more severely.^[4]

In a Resolution dated August 23, 2004, the Court once again ordered respondent to file her comment and to show cause why she should not be cited in contempt for failure to comply with the directives of the OCA to file her comment to this case.^[5] But still, the Court received no word from respondent. Thus, she is deemed to have waived her right to submit her comment.

As correctly found by the OCA, respondent should be held administratively liable for willful failure to pay just debts and for gross insubordination.

Section 46, Chapter 6 of Book V, Title I, Subtitle A (Civil Service Commission) of the Revised Administrative Code of 1987 (E.O. No. 292) provides that *willful failure to pay just debts* shall be a ground for disciplinary action. "Just debts" as defined in Section 23, Rule XIV of the Omnibus Rules Implementing Book V of E.O. No. 292, meanwhile, refers to: (1) claims adjudicated by a court of law; or (2) claims the existence and justness of which are admitted by the debtor.

In this case, respondent acknowledged her indebtedness to complainant in the amount of P95,000.00 in the compromise agreement they entered into dated July 8, 1997^[6] which was submitted to and approved by the MCTC of San Fabian-San Jacinto, Pangasinan.^[7] The sheriff in his report dated July 31, 1998, indicated that respondent made promises to make partial payments to complainant until her obligation is fully satisfied.^[8] The complaint dated February 18, 2003 filed by Marata, however, shows that respondent has not lived up to her promises.

Having incurred a just debt, it is respondent's moral duty and legal responsibility to settle it when it becomes due.^[9] She must also comply with just contractual obligations, act fairly and adhere to high ethical standards to preserve the court's integrity since she is an employee thereof.^[10] Her refusal to give any explanation for her failure to pay complainant up to now manifests her willful refusal to pay a just debt.^[11]

Section 22(1), Rule XIV of the Omnibus Rules Implementing Book V of E.O. No. 292 as amended by CSC Memorandum Circular No. 19, s.1999, provides that willful failure to pay just debts is classified as a light offense, punishable by reprimand for the first infraction, suspension for 1 to 30 days for the second transgression and dismissal for the third offense. This is respondent's first case of willful failure to pay a just debt and therefore a penalty of reprimand is in order.

As noted by the OCA, respondent should also be held liable for gross insubordination for refusing to file comment despite our repeated orders for her to do so. Refusal to comply with the orders of this Court constitutes gross insubordination that warrants disciplinary sanction for which she should be fined P5,000.00.^[12]

As to complainant's request that we deduct from respondent's salary the payment of her debt^[13] we would like to stress that this Court is not a collection agency.^[14] Thus, we cannot grant his plea.