

## EN BANC

**[ A.M. No. CA-02-34, January 14, 2004 ]**

**JULIE PARCON SONG, COMPLAINANT, VS. ROMEO LLEGUE,  
RESPONDENT.**

### DECISION

**PUNO, J.:**

In August 2002, complainant Julie Parcon Song filed a complaint against respondent Romeo Llege, Utility Worker I, Court of Appeals, for conduct prejudicial to the best interest of the service. Complainant alleged that she was authorized by her aunt, Julia Vitug, through a special power of attorney, to follow up the latter's case pending in the Court of Appeals. Thus, she went to the Court of Appeals to look for friends and acquaintances who could possibly help her. There she met the respondent who introduced himself as a responsible employee of the court. He befriended her and made her believe that he could facilitate the resolution of her aunt's case. Through sweet, convincing talk, respondent persuaded complainant to give him P3,000.00 as consideration for his services. Complainant issued a check in his name in the amount of P3,000.00. Respondent promised complainant that the case would be finished by June, but he failed on his promise. He also refused to refund the amount advanced by complainant. Complainant further alleged that respondent would sometimes go to her beauty salon and ask for some petty cash of P200.00 to P500.00. In one instance, he obliged her to shell out P1,000.00, allegedly to buy some expensive liquor for a court researcher.<sup>[1]</sup>

Respondent filed his counter-affidavit denying complainant's charges. He stated that he works as messenger at the Mailing and Delivery Section of the Court of Appeals and he has no knowledge on how to follow up cases in the court. He narrated that he met complainant in 1994 at their old office. She was a friend of his immediate superior and Chief of the Mailing and Delivery Section, Mr. Prudencio Aguilar. Once, complainant requested Mr. Aguilar to find out the status of a certain case. The latter gave him a piece of paper and instructed him to go to the Information and Statistical Data Division. He complied and returned the piece of paper to Mr. Aguilar with some notation made by the Information Officer. From then on, complainant would frequent their office and go to Mr. Aguilar. Respondent said that he never persuaded the complainant to give him P3,000.00 to follow up a certain case. He claimed that the amount was a loan from complainant which he promised to pay upon receipt of their allowance from the Judiciary Development Fund (JDF). Unfortunately, he failed to promptly pay his debt because of the untimely demise of his father. But he finally settled the full amount of P3,000.00 through complainant's counsel, the Basco Law Office, after demand by the complainant. Respondent also denied going to complainant's beauty parlor to ask for money.<sup>[2]</sup>

The parties appeared before Court of Appeals Assistant Clerk of Court Elisa B. Pilar-

Longalong who conducted an investigation on the case.

After hearing the parties and evaluating their documentary evidence, Atty. Longalong submitted her Report to Court of Appeals Presiding Justice Cancio C. Garcia. Her findings were as follows:

Respondent admittedly and undeniably received the amount of P3,000 from complainant. However, while complainant alleged that the amount was in consideration of his following up a pending case in her behalf, respondent maintains that the same was a loan he secured from complainant to help him defray his daily expenses and which he has already fully paid. While respondent may have intended the said amount as a loan, he cannot fault the complainant for believing that the same was in consideration of his efforts in following up the status of a pending case, considering that he admittedly was instructed once by his immediate superior, Prudencio Aguilar, Chief of the Mailing and Delivery Section and complainant's friend, to find out the status of her pending case, upon her request (Exh. 1). Although there is no substantial evidence that Mr. Llegue himself boasted that he can facilitate or influence the outcome of the case, his receipt of the amount from one who has a pending case creates the misimpression that he can facilitate or influence its outcome.

Regardless of whether the amount was given in consideration of respondent's efforts for following-up a case or whether it was a loan secured by respondent and whether or not respondent knew how to follow up a case or is capable of facilitating or influencing its outcome, respondent's conduct either way is unacceptable and intolerable and constitute(s) a grave administrative offense. Respondent admitted that he secured the amount as a loan from complainant. Although he is charged with the grave offense or conduct prejudicial to the best interest of the service, the act complained of and the findings based on respondent's own admission prove that he is guilty of another grave administrative offense, that of contracting a loan of money from a person with a pending case in the court of which he is an employee. The fact that he has paid the loan does not diminish his administrative liability.<sup>[3]</sup>

Atty. Longalong made the following recommendation:

1. Rule IV, Section 52 of Civil Service Commission Memorandum Circular No. 19, S. 1999 provides that the penalty for the first offense of "contracting loans of money or other property from persons with whom the office of the employee has business relations", is dismissal. However, the circumstances that respondent voluntarily admitted said offense, his length of service of 13 years and 9 months and the fact that he has returned the amount to the complainant's counsel, may be considered as mitigating and for humanitarian reasons the lesser penalty of suspension may be imposed upon him.
2. Considering that the prescribed penalty for the offense exceeds one month suspension, the case may now be referred to the Supreme