

FIRST DIVISION

[A.M. No. P-00-1423, December 10, 2004]

FLORENTINA DEANG, COMPLAINANT, VS. SHERIFFS ALLEN FRANCISCO S. SICAT AND DANIEL V. PANGAN, MUNICIPAL TRIAL COURT IN CITIES, ANGELES CITY, RESPONDENTS.

DECISION

YNARES-SATIAGO, J.:

In a Complaint-Affidavit dated August 14, 1998,^[1] complainant Florentina Deang charged Judge Abelardo H. Santos of the Municipal Trial Court in Cities (MTCC) of Angeles City, Branch 1, with Gross Ignorance of the Law and Conduct Unbecoming of a Judge, and respondents Allen Francisco S. Sicat and Daniel V. Pangan, both Sheriff III of the MTCC of Angeles City, Branch 1, with Grave Misconduct. The charges all arose from Civil Case No. 97-3311 entitled *Santos-Yllana Realty Corporation v. Florentina Deang, et al.* for Ejectment with Damages.

Records show that complainant was the lessee of a stall in the Santos-Yllana Shopping Center which is owned by the Santos-Yllana Corporation (the Corporation). On August 11, 1997, the Corporation filed a case for Ejectment against the Spouses Deang before the Angeles City MTCC for non-payment of stall rentals.^[2] The case was raffled to the court presided by Judge Abelardo H. Santos. On October 16, 1997, counsel for the Corporation filed a Manifestation with Motion to Approve Compromise Agreement alleging that the complainant executed a written proposal on how to meet her obligations, which proposal the Corporation approved through its counsel. It was likewise alleged that complainant promised in the proposal to pay the unpaid balance of her obligation on or before October 31, 1997, with the understanding that should she fail to do so, she will surrender and vacate the leased premises on November 1, 1997.^[3]

On October 29, 1997, Judge Santos rendered judgment on the basis of the alleged Compromise Agreement executed by the parties, approving the agreement and rendering judgment according to its terms and conditions.^[4] On January 16, 1998, the Corporation filed a Motion for the Issuance of a Writ of Execution. On February 2, 1998, complainant filed her Comment with Motion to Terminate the Case where she moved for the denial of the Motion for Execution on the ground that she has already completed paying her obligation. As proof, complainant attached receipts issued by the Corporation evidencing her payments.^[5]

Notwithstanding this, however, Judge Santos issued an Order^[6] dated February 20, 1998 finding that complainant still had unpaid obligation in the amount of P1,551.20 and granted the Motion for Issuance of Writ of Execution filed by the Corporation. The Writ of Execution was issued on February 23, 1998.^[7] Complainant's counsel alleged that they received the Corporation's Reply only on the same day. They filed

an Urgent Ex-Parte Motion for Reconsideration and to Quash Writ of Execution on February 25, 1998.

While the Writ was addressed to respondent Pangan, it was respondent Sicat who enforced the February 23, 1998 Writ and padlocked complainant's stall on February 27, 1998 upon the verbal instructions of Judge Santos. Complainant claims that respondent Sicat is a sheriff of the Regional Trial Court of Angeles City and not of the MTC. However, on account of the pending Motion for Reconsideration filed by complainant, Judge Santos ordered the stall re-opened.

On June 3, 1998, Judge Santos denied the motion for reconsideration and ordered that the Writ of Execution be implemented.^[8] Respondent Pangan enforced the Writ on June 5, 1998. Complainant averred that respondent Pangan's means of enforcing the writ was tainted with bad faith and malice considering that respondent Pangan earlier befriended complainant and offered to help her with the case. On June 5, 1998, respondent Pangan called her and told her to immediately close her stall and come to the courthouse. When complainant did as she was told, respondent Pangan and Sicat, together with a representative of the Corporation arrived, counter padlocked and nailed complainant's stall.

According to complainant, she pleaded with the Corporation to allow her to open her stall so that she could resume running her business. The Corporation allegedly agreed to do so if complainant will pay P15,000.00 representing the unpaid rentals. When complainant was ready to pay, the Corporation raised the amount to include the expenses allegedly incurred by Sheriff Sicat until the amount reached P50,000.00.

Complainant filed a petition for certiorari and prohibition with prayer for injunction and restraining order before the Regional Trial Court of Angeles City for the declaration of nullity of Judge Santos' order. Said case was filed on June 8, 1998 and was docketed as Civil Case No. 9070 entitled *Deang v. Santos-Yllana, et al.* On August 14, 1998, complainant filed her Complaint-Affidavit against Judge Santos and respondents Sicat and Pangan. She argued that the writ of execution was null and void because she has already paid all the rental arrearages, even including the attorney's fees of Corporation's counsel. She also alleged that she incurred actual damages since she had merchandise, documents, checks and other important items pertinent to her business detained inside the locked stall.

On November 9, 1998, then Court Administrator Alfredo Benipayo referred the complaint to Judge Santos and respondents Sicat and Pangan for their respective Answers. Respondent Sicat stated in his Answer that he is a sheriff assigned to the Office of the Clerk of Court of the MTCC of Angeles City. As such, he has no specific branch designation and upon order of any of the judges of the MTCC of Angeles City, he can implement writs and other processes of the courts. He claims that Judge Santos verbally instructed him to enforce the writ. When he arrived, complainant pleaded with him not close the stall. He told her that he must implement the writ and advised her to see the manager of the Corporation. Later the same day, upon learning that the representative of the Corporation had agreed on the terms proposed by complainant, Sicat re-opened the stall. Thus, Sicat denies any knowledge of the detention of complainant's goods since the stall was re-opened on the same day. Sicat also denies having asked or demanded money from the Corporation for the enforcement of the writ.

Respondent Pangan claimed that he acted in good faith in implementing the February 23, 1998 Writ of Execution on June 5, 1998 after complainant's motion for reconsideration was denied. He averred that the writ expressly provided for the collection of the back rentals, attorney's fees and litigation expenses, or a levy may be caused upon the goods and chattels of the defendants, except those exempt from execution. Thus, he acted within the bounds of his authority when he detained complainant's goods inside the stall since these were not exempt from execution. He added that to do otherwise would have been a dereliction of his duty to enforce the subject writ.^[9]

In a Resolution dated September 6, 2000,^[10] the Court dismissed the complaint insofar as Judge Abelardo Santos considering that in a Resolution dated May 26, 1999, Judge Santos was dismissed from the service for acts unbecoming a judge.^[11] In the same resolution, the Court referred the case against respondents Sicat and Pangan to the Executive Judge of the MTCC of Angeles City.

On February 5, 2001, Executive Judge Aida E. Layug submitted her Report and Recommendation. As to respondent Pangan, the investigating judge reported:

In implementing the Writ of Execution, Pangan disregarded the right of the complainant to withdraw her belongings inside the stall, consisting of clothing materials. He tricked the complainant when he called her over the phone to tell her to come and see him. He made sure that in closing the stall he would not encounter difficulties. The clothing materials that were detained inside could no longer be sold that resulted to damages to the complainant.

Pursuant to rules promulgated by the Civil Service, Pangan is guilty of oppression when he tricked the complainant to come and see him and when he detained the items inside the stall which resulted to damages, (Sec. 23-n).

He was further incompetent and insufficient in the performance of his duties, (Sec. 23-p).

...

For being oppressive, incompetent and inefficient in the performance of his duties, respondent Pangan is recommended suspended without pay from six (6) months and one (1) day to one (1) year.^[12]

During the investigation, complainant presented before the investigating judge a schedule of Legal Fees Paid by Santos-Yllana Realty Corporation Re: Florentina Deang's Case. It shows among others the fees paid to respondent Sicat on various dates amounting to P5,300.00. It was earlier alleged in the complaint that respondent Sicat demanded this amount from the Corporation, which the latter in turn demanded from complainant. Executive Judge Layug stated in her report:

The undersigned is not convinced that the above amounts were not demanded and received by Sicat. In both his Answer and testimony, Sicat stated that the manager of Santos-Yllana is not dumb to give him the

above amounts. He further stated that the accusation was made in retaliation to the closure of the stall.

The schedule (Exh. C) shows that even prior to the issuance and implementation of the Writ of Execution, Sicat was paid by Santos-Yllana the total amount of P3,300.00. For implementing the Writ on February 26, 1998, he was paid another P2,000.00. The other entries in the schedule show the expenses paid to the lawyers.

Writer therefore has no reason to doubt the integrity of the entries appearing in Exh. C.

The solicitations made by respondent Sicat on various occasions is improper and in violation of Rule XIV, Section 23(k) of the Civil Service Rules which provides:

SEC. 23 (k) Soliciting or accepting directly or indirectly, any gift, gratuity, favor, entertainment, loan or anything of monetary value which in the course of his official duties or in connection with any operation being regulated by, or any transaction which may be affected by the functions of his office. The propriety or impropriety of the foregoing shall be determined by its value, kinship, or relationship between giver and receiver and the motivation. A thing of monetary value is one which is evidently or manifestly excessive by its very nature. 1st Offense – Dismissal.

Pursuant to the aforequoted rule, Sheriff Allen Francisco Sicat is recommended dismiss[ed] from service.^[13]

After noting the report and recommendation of Executive Judge Layug, the Court resolved to refer the case to the Office of the Court Administrator. On September 26, 2002, Deputy Court Administrator Jose P. Perez submitted his Memorandum, stating:

We partly agree with the finding of the Investigating Judge.

In the performance of his duty, respondent Sicat is deemed to know what should be done in the execution of the assailed writ. He is supposed to be guided by a set of laws and rules. Corollary, he cannot just simply follow the alleged instructions of Judge Santos and use them as a refuge from administrative liability. He should have known that the verbal instructions of Judge Santos were not sufficient and that what he needed was a written order.

On the other hand, we cannot adopt the finding that respondent Sicat demanded and received sums of money from the complainant....

A cursory examination of Exhibit "C", however, reveals a glaring discrepancy in the entries. It is obvious that the first four (4) entries therein, representing payments of the alleged legal fees to respondent Sicat, were made sometime in 1995 and 1996 long before Civil Case No. 97-3311 was filed against the complainant on August 11, 1997. We find