

SECOND DIVISION

[A.M. No. P-02-1597 (Formerly AM-OCA-IPI-01-1050-P), February 17, 2003]

MARY GRACE G. FRIAS, COMPLAINANT, VS. PALERMO AGUILAR, CLERK III, REGIONAL TRIAL COURT (BRANCH 46), SAN JOSE, OCCIDENTAL MINDORO, RESPONDENT.

R E S O L U T I O N

AUSTRIA-MARTINEZ, J.:

Before us is an administrative matter which stemmed from a complaint filed by Mary Grace G. Frias with the Office of the Court Administrator on February 20, 2001 against Palermo Aguilar, Clerk III in the Regional Trial Court (Branch 46) of San Jose, Occidental Mindoro, for his willful failure to pay just debts in violation of Presidential Decree No. 6.

The Affidavit-Complaint alleges that: complainant is the manager while the respondent is a member of the San Jose Vendors Multi-Purpose Cooperative, Inc. at San Jose, Occidental Mindoro; on various dates in 1997 and 1998 the cooperative granted Aguilar several loans; as of December 31, 2000, accumulated interests and penalties on the loans amount to P63,244.96; inspite repeated demands from the cooperative, Aguilar refused to pay the said loans; and efforts were made to settle the case through barangay conciliation but Aguilar failed to attend the scheduled meetings despite summons from the barangay authorities.

In his Comment, dated June 13, 2001, Aguilar contends that: he is a founding member of the San Jose Multi-Purpose Cooperative, Inc; as a contributing member, he has earned a share in the capital of the cooperative in the amount of P25,729.86 as of June 1, 2000; he admits having secured various loans from the cooperative; he is not evading his obligation to pay these loans; his income comes from his employment as a court employee, largely augmented by planting rice and onion; for the past two years, he encountered problems in farming brought about by sudden changes in the weather; he had difficulty coping with the mounting expenses of his family; to prove his predicament, the mortgage on his house is in danger of being foreclosed by the Philippine National Bank; he had several discussions with the cooperative's Credit Committee and the Chairman of the Board asking them that he be given reprieve with respect to the payment of his obligations; he even offered his share in the capital of the cooperative but his offer was rejected; the officers of the cooperative are singling him out because they did not file any complaint against those persons who also have delinquent accounts with the cooperative; he offers to settle his debts if the time comes that he can afford to pay.

In her Reply-Affidavit, complainant denies that Aguilar had several discussions with the Credit Committee and the Board of Directors of the cooperative regarding the settlement of his obligations. Instead, the complainant claims that on several