

## THIRD DIVISION

[ A.M. No. P-02-1618, February 04, 2003 ]

**ERLINDA Y. LICUDINE, COMPLAINANT, VS. BRANCH CLERK OF COURT WILFREDO P. SAQUILAYAN AND SHERIFF WILMAR M. DE VILLA, RESPONDENTS.**

### D E C I S I O N

**SANDOVAL-GUTIERREZ, J.:**

In a verified letter-complaint dated February 2, 1999, addressed to the Office of the Court Administrator (OCA), Erlinda Y. Licudine, assisted by her counsel Atty. Teodulo M. Punzalan, charged Atty. Wilfredo P. Saquilayan, Branch Clerk of Court, and Wilmar M. De Villa, Sheriff, both of the Regional Trial Court, Branch 21, Imus, Cavite, with dishonesty and misconduct, relative to the execution of judgment in Civil Case No. 1470-97.

In her complaint,<sup>[1]</sup> Licudine alleged that she is the defendant in Civil Case No. 1470-97 of the said trial court, entitled "*Prudencio Dolon vs. Alejandrino V. Banoan and Erlinda Licudine*" for damages. On June 13, 1997, the trial court rendered its Decision ordering the defendants to pay jointly and severally plaintiff Prudencio Dolon damages in the total sum of P261,363.41. After the decision became final and executory, the corresponding writ of execution was issued. Thus, respondent De Villa levied upon complainant's Honda Civic car with Plate No. UAR 631 and scheduled it for auction sale on October 21, 1997. However, before that date, the parties met and agreed that complainant would pay Dolon only P120,000.00 on installment basis, instead of the P261,363.41 awarded by the trial court. This oral agreement was made in the presence of respondents Atty. Saquilayan and De Villa, together with Dolon's wife and Barangay Chairman Estrellita Laines. Both respondents told complainant that upon payment of the P120,000.00, the case would be considered closed and terminated.

Complainant further alleged that as partial payment and in exchange for the release of the car to the defendants, she gave respondent De Villa P50,000.00 to be paid to Dolon, who acknowledged having received it on October 21, 1997.<sup>[2]</sup> On that same day, complainant likewise executed a promissory note wherein she undertook to pay Dolon P70,000.00 to complete the agreed compromise amount "on or before January 15, 1998 without need of demand."<sup>[3]</sup> On January 30, 1998, complainant paid Dolon the sum of P70,000.00 mentioned in her promissory note.<sup>[4]</sup> On April 16, 1998, complainant was surprised when she learned that respondent De Villa issued a Sheriff's Return stating that the writ of execution was "Partially Satisfied."<sup>[5]</sup>

On January 18, 1999, respondent De Villa levied upon complainant's L-300 van with Plate No. PYK 722 and scheduled its auction sale on January 29, 1999. On that date, the van, costing P180,000.00, was sold for only P60,000.00 to Dolon, being the

highest bidder. When complainant protested, De Villa told her to redeem the van for P60,000.00 until February 1, 1999. That day, she proceeded to the court to tender P60,000.00, but for unknown reason, respondent sheriff refused to accept the amount and instead remarked, "*Dapat hindi ko na kayo intertainen, hindi kayo nakakaintindi.*"<sup>[6]</sup>

Complainant finally alleged that respondents "made misrepresentation" that her payment of P120,000.00 to Dolon would be considered full satisfaction of the money judgment in Civil Case No. 1470-97; and that respondent, Branch Clerk of Court Atty. Saquilayan, received P2,000.00 from her "as his professional fee" for arranging the compromise agreement. She thus prayed that both respondents be dismissed from the service for dishonesty and grave misconduct.

However, in her letter to the Court Administrator dated March 26, 1999,<sup>[7]</sup> complainant, assisted by counsel, asked that her complaint be considered "WITHDRAWN" "for personal reasons."

On April 5, 1999, then Court Administrator Alfredo L. Benipayo required the respondents to file their comment on the complaint within 10 days from notice.<sup>[8]</sup>

In their separate comments,<sup>[9]</sup> respondents averred that the allegations in the complaint "do not reflect the actual events that transpired in our office." Actually, the complaint "was the result of a misunderstanding which, after threshing it out with (the parties), the truth has come out that we have no fault, negligence, misdeeds nor was there any dishonesty committed by us against (them) in this case." Respondent Atty. Saquilayan also stated that he has been a Branch Clerk of Court since 1994 with an unblemished record and his performance has been outstanding for the past 5 years as shown by his performance ratings.<sup>[10]</sup>

It appears in the comment of De Villa, respondent sheriff, that pursuant to the writ of execution issued in Civil Case No. 1470-97, he levied upon complainant's Honda Civic car with Plate No. UAR 631 and set its auction sale on October 21, 1997. But the parties verbally agreed that complainant would pay plaintiff Dolon only P120,000.00 instead of the P261,363.41 awarded by the trial court. He then required them to place their agreement in writing. After complainant had paid Dolon the entire sum of P120,000.00 (on two installments), the latter informed respondent sheriff that the amount was not enough considering the damages he suffered. Since the parties still failed to reduce in writing their compromise agreement, respondent sheriff returned the writ of execution partially satisfied. On January 12, 1999 the trial court issued an alias writ of execution. <sup>[11]</sup> Accordingly, he levied upon complainant's L300 van with Plate No. PYK 722 and set the auction sale on January 29, 1999. He told her that if she could produce on time the amount of P141,363.41 representing the balance of the money judgment, the van would be returned to her. During the auction sale, the van was awarded to Dolon, being the highest bidder. He then suggested that if she can pay him the balance of the money judgment on February 1, 1999, he will return the van to her since he is more interested in the full payment of the award. On February 1, 1999, having been informed by complainant and her counsel that they would redeem the van for P60,000.00 (which was the bid of Dolon), respondent sheriff advised her to present such offer to Dolon. Instead of doing so, she insisted to redeem the van for P60,000.00. At this juncture, respondent sheriff told her, "*Hindi ko na kayo eentertainin, hindi ninyo ako*