

EN BANC

[A.M. No. CA-02-14-P, July 31, 2002]

**LEONOR MARIANO, COMPLAINANT, VS. SUSAN ROXAS, CLERK
III, COURT OF APPEALS, RESPONDENT.**

DECISION

SANDOVAL-GUTIERREZ, J.:

The present administrative case arose from the complaint-affidavit of Leonora Mariano filed with the Court of Appeals (CA) on May 8, 2001, docketed therein as Administrative Case No. 01-01-G, charging Susan Roxas, Clerk III, assigned at the Third Division of the said court, with forgery and dishonesty.

In her complaint-affidavit,^[1] complainant alleged that respondent refused to pay P12,110.00. This is the balance of the price of jewelry items complainant sold to respondent. The latter insists she made an overpayment as shown by 4 receipts dated (1) January 25, 2001 for P5,525.00; (2) February 15, 2001 for P6,500.00; (3) April 14, 2000 for P400.00; and (4) April 16, 2000 for P400.00. These receipts were forged.

Complainant further alleged that in a letter dated February 5, 2001 addressed to the Cashier of the CA, respondent authorized complainant to collect her (respondent's) benefits "on March 2001 and so on up to the total amount of P30,000.00 more or less" as payment for her outstanding obligation. However, on April 18, 2001, respondent revoked the said authorization without informing the complainant, thus committing dishonesty.

In a Memorandum dated June 5, 2001,^[2] Justice Cancio C. Garcia, then Acting Presiding Justice of the CA, directed respondent to file her answer and manifest if she opts for a hearing.

On June 14, 2001, respondent submitted her counter-affidavit^[3] and manifested her desire for a full-blown hearing of the charges against her. She claimed that she had overpaid complainant in the amount of P6,425.00; that she could present witnesses to prove that she made several payments on various occasions; and that complainant issued to her the corresponding receipts.

On June 19, 2001, Acting Presiding Justice Garcia designated Atty. Elisa Pilar-Longalong, Assistant Clerk of Court, to conduct an investigation and to submit a report and recommendation.

On July 23, 2001, respondent submitted her supplementary affidavit,^[4] explaining that she revoked complainant's authority to receive from the CA whatever benefit was due her (respondent) because she had made an overpayment. Respondent also explained that the receipts mentioned in the complaint are authentic as they were

personally handed to her by complainant on two separate occasions within the CA premises.

On October 30, 2001, complainant filed with the CA a supplemental affidavit-complaint^[5] showing respondent's balance in the amount of P12,110.00, and denying that respondent paid her debt.

After conducting an investigation, Atty. Pilar-Longalong submitted to the CA her Report and Recommendation dated January 28, 2002,^[6] quoted in part, thus:

"On February 22, 2000, Mrs. Mariano sold to Mrs. Roxas a total of P55,700.00 worth of assorted pieces of jewelry (Exh. F), payable on installment. Mrs. Roxas paid Mrs. Mariano P2,000.00 on March 3, 2000 (Exhs. C and F) and P800.00 on March 15, 2000 (Exh. F). On an unspecified later date, Mrs. Mariano sold one 18K gold chain necklace worth P2,500.00 (Exh. F). On April 16, 2000, Mrs. Roxas paid P400.00 to Mrs. Mariano (Exhs. F and C). On an unspecified later date, Mrs. Roxas returned to Mrs. Mariano P30,900.00 worth of pieces of jewelry which were later sold to Armin Arzaga, another Court employee, also on installment basis and which has been settled (Exh. F). This left an unpaid balance of P24,100.00 of Mrs. Roxas as of March 12, 2001 (Exh. F-1).

"On February 5, 2001, Mrs. Roxas executed a written authority to the Court Cashier for Mrs. Mariano to get her benefits in March, 2001 and thereafter up to payment of the total amount of P30,000.00 more or less (Exh. D). Pursuant thereto, on March 9, 2001, Mrs. Mariano received P5,000.00 from the Court Cashier Leo Ulanday (Exhs. F, C-2, and 3-b) as partial payment of Mrs. Roxas. On March 12, 2001, Mrs. Mariano again received from the Court Cashier P6,990.00 as partial payment of Mrs. Roxas (Exhs. F, C-1 and 3-a), thus leaving an unpaid balance of P12,110.00 (Exh. F-1). On April 18, 2001, Mrs. Roxas revoked the authority in favor of Mrs. Mariano by a letter to the Court Cashier on the ground that she overpaid Mrs. Mariano (Exhs. 1 and 2) by P6,425.00 (Exh. C).

"The amounts Mrs. Roxas claimed as overpayments referred to alleged payments made by her on January 25, 2001 in the amount of P5,525.00, on February 15, 2001 in the amount of P6,500.00, and on an unspecified date in the amount of P400.00 (Exh. C), evidenced by receipts purportedly signed by Mrs. Mariano. The latter denied she received said amounts on said dates and that she signed and issued those receipts since those signatures are forgeries. She also claimed that she never issues typewritten receipts as the one Mrs. Roxas presented evidencing her alleged payment on January 25, 2001 and on February 15, 2001. This fact was corroborated by her witness, Lorna Caraga, a friend and former officemate who affirmed that the signature on the aforementioned receipts are not Mrs. Mariano's whose signature she is familiar with and whom she knows as one who does not issue typewritten receipts. Moreover, Mrs. Mariano presented a medical certificate (Exh. G) that on January 25, 2001 when she was supposed to have been paid the amount of P5,525.00 for which she purportedly issued a typewritten receipt, she was in fact sick in Bulacan and went to her doctor's clinic (Exhs. E, G, and G-1). The foregoing belies Mrs. Roxas' uncorroborated claim that she

paid Mrs. Mariano on January 25, 2001 at the Court Canteen for which the latter issued the typewritten receipt (Exhs. C-4 and 3-d).

"With respect to the alleged payment on February 15, 2001 in front of the Court Auditorium for which another signed typewritten receipt was issued (Exhs. C-3 and 3-c), the same is not credible as said date is only a few days after Mrs. Roxas issued on February 5, 2001 and authority to Mrs. Mariano to get her benefits from the Court Cashier (Exhs. D and E). The testimony of Mrs. Roxas' friend Mercy Valencia on the payment and issuance of the typewritten receipt on said date is not credible since despite claiming being present, she did not know the alleged amount paid by Mrs. Roxas, did not read the alleged receipt issued, did not know the alleged contents thereof and did not see Mrs. Mariano signed the alleged receipt. Besides, she erroneously claimed that she saw the prints and signature written in blue ballpen when in fact the alleged receipt was typewritten with only the alleged signature in blue ink (Exhs. C-3 and 3-c). With respect to the alleged receipt for the payment of P400.00, the same, although handwritten, did not bear any signature of Mrs. Mariano (Exhs. C-6 and 3-f), hence, can not be considered as proof of her receipt of payment.

"Moreover, an examination of the receipts which Mrs. Mariano claims to be forged (Exhs. C-3 and 3-C, C-4 and 3-d) show to the naked eye that there are differences from her genuine signatures, thus supporting Mrs. Mariano's and Mrs. Caraga's statements that those signatures are forged and not those of Mrs. Mariano.

"Hence, Mrs. Mariano has established by sufficient evidence that Mrs. Roxas still has an unpaid balance of P12,110.00 (Exh. F-1) and that the two receipts she presented whose signatures Mrs. Mariano disowns and the other unsigned receipt are not accurate records of the transactions between them and do not prove that Mrs. Roxas had overpaid complainant. Mrs. Mariano would not have wasted her time, effort and money hiring a lawyer and commuting from Bulacan several times if she been fully paid the amount due her.

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"However, the charge of forgery is a criminal offense which should have been filed in the proper forum, not in an administrative proceeding. The proper administrative offense for the act complained of is misconduct, for which Mrs. Roxas maybe found liable.

"Mrs. Roxas action in unilaterally revoking the authority of Mrs. Mariano to collect her benefits does not constitute dishonesty. Her act more properly constitutes the administrative offense of refusal to pay her debts. Her cancellation of the authority to collect her benefits was deliberately done in bad faith for the purpose of avoiding payment, which is tantamount to willful failure to pay just debts. x x x.

"In view of all the foregoing, it is recommended that:

"1. The complaint for forgery be dismissed. Instead, Mrs. Roxas be found guilty of misconduct, and since this is her first offense, the penalty of