

THIRD DIVISION

[A.M. No. P-02-1649, November 29, 2002]

**OFFICE OF THE COURT ADMINISTRATOR, COMPLAINANT, VS.
ELIZABETH T. IBAY, STAFF ASSISTANT, MUNICIPAL TRIAL
COURT, CAUAYAN, ISABELA, RESPONDENT.**

D E C I S I O N

SANDOVAL-GUTIERREZ, J.:

Records show that on March 23, 2000, the Office of the Court Administrator (OCA) received an anonymous letter dated March 1, 2000 denouncing respondent Elizabeth Ibay, Staff Assistant at the Municipal Trial Court of Cauayan, Isabela, for encashing the monetization check worth P6,000.00 of Aida Magpantay, Court Interpreter of the same court, by forging the latter's signature.

In a Memorandum dated May 25, 2000, the same Court Administrator directed Executive Judge Henedino P. Eduarte, Regional Trial Court, Branch 20, Cauayan, Isabela, to conduct a discreet investigation of the incident. His Report of July 19, 2000 is quoted as follows:

"Sometime in October 1999, Mrs. Aida P. Magpantay, together with other court personnel of the MTC, Cauayan, Isabela, applied for the monetization of their accrued leave credits. The checks arrived sometime in November 1999. Elizabeth T. Ibay, Staff Assistant of the MTC, Cauayan, was the one who received the envelope containing the checks from the post office of Cauayan. There was no check for Aida Magapantay, but the other court personnel received theirs. Ibay told Magpantay that probably there was no fund.

In February 2000, Magpantay, together with her friend Ibay, went to the Supreme Court to see her accrued leaves as she intended to go abroad. When she and Ibay were in the Leave Section, she was told that she had still accrued leave credits which she could monetize. Magpantay said that she applied but there was no fund. The Leave Section told Magpantay that there was fund and that her application for monetization was approved. She was told to go to the Finance Department to see her check. Ibay was present when Magpantay was informed of this.

It was when they were on their way to the Finance Department that Ibay finally broke down and confessed to Magpantay that she got her check and encashed it because she was in need of money for the medicine of her husband. She admitted that she falsified her (Magpantay's) signature and had it encashed in San Pablo, Isabela. She promised Magpantay that she will return her money in the amount of P5,674.09.

Ibay went to her friend Mrs. Jesusa Dumaua of the RTC, Cabagan, Isabela. She told her that Magpantay endorsed the check in the amount

of P5,674.09. She requested Dumaua to do her a favor by endorsing the check so that it could be used to buy medicines at the Liberty Drug Store in Tumauni, Isabela, where Dumaua is known because she is a resident of Tumauni, Isabela. Dumaua signed the check.

In April 2000, Ibay paid Magpantay P5,674.09.

The foregoing facts were gathered from my discreet investigation of Mrs. Aida P. Magpantay, Mrs. Jesusa Dumaua, Elizabeth T. Ibay and Anselma Meris, MTC personnel."

In separate 1st Indorsements both August 17, 2000, then Court Administrator Alfredo L. Benipayo directed respondent and Aida Magpantay to comment on the anonymous letter.

On September 17, 2000, respondent submitted to the OCA her comment admitting that she encashed Aida's check because she needed money for the hospitalization of her husband. In her comment, she further stated:

"x x x

3. That I used the money to save the life of my husband and that I know Mrs. Magpantay could always understand and forgive me;

4. That I paid the amount of the check of Mrs. Magpantay and that she has no complaint against me as to the encashment of her check;

5. That I seek the assistance of Mrs. Jesusa F. Dumaua, a Court Stenographer of RTC, Branch 22, Cabagan, Isabela, my townmate, to help endorse the check;

6. That I do not have any bad intention except that I really wanted to save the life of my husband at that time."

Aida Magpantay submitted to the OCA, her affidavit confirming respondent's statement that she encashed her (Aida's) check "to save the life of her husband;" that she has forgiven respondent; and that the latter paid the amount of the check.

In his Report and Recommendation, Court Administrator Presbitero J. Velasco, Jr. stated that although respondent had already paid Aida Magpantay the amount of the check and that the latter extended her forgiveness, such circumstances would not exculpate the said respondent from administrative liability. Court Administrator Velasco found her guilty of dishonesty and recommended that she be dismissed from the service with forfeiture of all benefits and with prejudice to re-employment in the government, including government owned or controlled corporations.

We agree with the Court Administrator that respondent's acts of forging Aida's signature and encashing her check constitute dishonesty. That respondent paid the amount of the check and that she was forgiven by Aida are inconsequential.

In *PAGCOR vs. Rilloraza*,^[1] dishonesty is defined as the "(d)isposition to lie, cheat, deceive, or defraud; untrustworthiness; lack of integrity; lack of honesty, probity or integrity in principle; lack of fairness and straightforwardness; disposition to defraud, deceive or betray."