

SECOND DIVISION

[A.M. No. RTJ-99-1463 (Formerly OCA IPI 97-456-RTJ), January 16, 2001]

LORETO T. YU, COMPLAINANT, VS. JUDGE MATEO M. LEANDA (RET.) REGIONAL TRIAL COURT, BRANCH 8 TACLOBAN CITY, RESPONDENT.

DECISION

DE LEON, JR., J.:

Complainant Loreto T. Yu, Municipal Mayor of Alanglang, Leyte charged^[1] respondent Mateo M. Leanda, Presiding Judge of the Regional Trial Court (RTC, for brevity) of Tacloban City, Branch 8 with: (a) making special arrangement with the protestant in an election case pending before the respondent's court and (b) discourtesy during a hearing on April 7, 1997. On June 10, 1998, or during the pendency of this administrative case, respondent retired after more than nineteen (19) years of public service.

The complaint stemmed from the actions of respondent relative to Election Case No. 95-05-58 entitled "Ricardo Salazar v. Loreto T. Yu." Complainant alleged that sometime in the first week of January 1997, respondent instructed Ramon Cortel, a court stenographer in the RTC, Branch 8, Tacloban City, which was then presided over by respondent, to go on leave on the first two weeks of March 1997 in order to assist him in drafting the decision in Election Case No. 95-05-58. Respondent allegedly told Cortel that Ricardo Salazar, the protestant in the election case involving the mayoralty post of Alangalang, Leyte, would pay him P200.00 per day for his services.

Since Cortel did not want to use his leave credits as he was contemplating of optional retirement, he wrote a letter dated January 10, 1997 to Judge Leodegario Alimangohan (retired), respondent's predecessor, asking for advice on his quandary.^[2] Judge Alimangohan advised Cortel to remain in the office and be more patient. Nevertheless, respondent's instruction was not followed.

In the second week of February 1997, respondent allegedly told Cortel that he (respondent) would draft the decision in the said election case in the evening, instead of daytime, and that Salazar would pay Cortel P100.00 per hour for his services. It was in the evening of February 17, 19, 20, 24 and 27, 1997 and March 3 and 6, 1997 and early morning of February 26, 1997 that Cortel allegedly rendered secretarial services to respondent in the drafting of the decision. Each session lasted for at least three hours. For Cortel's services, respondent gave him P800.00 but allegedly told him to collect the balance from Salazar.

On March 10, 1997, complainant Yu, the protestee in the said election case, filed a petition^[3] for the inhibition of respondent principally on the basis of Cortel's letter

dated January 10, 1997. However, respondent denied the petition. Complainant sought reconsideration of the denial order, which was set for hearing on April 7, 1997, at 8:30 a.m.

On April 7, 1997, Judge Alimangohan appeared before respondent's court. However, the motion for reconsideration was not included in the court calendar for that day. Consequently, Judge Alimangohan invited respondent's attention to the omission. In the presence of several persons, including complainant, lawyers and the public prosecutor, respondent allegedly shouted, "I cannot entertain that Motion that is not found in the calendar. You can go to the Supreme Court, you can file charges against me and the employee who failed to include your case in the calendar."

When Judge Alimangohan requested the stenographer on duty, Mrs. Jenny Aguilar, to take down respondent's remarks, the latter allegedly shouted, "You are no longer the presiding judge of this Court, you cannot dictate what to do." On April 9, 1997, Judge Alimangohan wrote to respondent recalling what transpired on April 7, 1997.

[4]

On May 2, 1997, respondent allegedly asked Cortel to refund the amount of P800.00 for the reason that the latter was a witness of Judge Alimangohan. Immediately, Cortel returned P600.00 to respondent. He remitted the balance of P200.00 last May 21, 1997 thru the Branch Clerk of Court.[5]

While admitting that Cortel rendered secretarial services to him in connection with the drafting of the decision in the election case, respondent denied that the money for Cortel's remuneration came from Salazar. He claimed that he paid Cortel with money from the Revision Committee Fund, which he borrowed and would later repay out of his salary.

With respect to the alleged shouting incident on April 7, 1997, he averred that retired Judge Alimangohan, in open court, yelled at the court stenographer to take down his observation concerning the non-inclusion of the motion for reconsideration in the court's calendar for that day. Judge Alimangohan who was respondent's classmate in the college of law, was mad and suspected that the omission was intentional. Being the presiding judge, respondent told retired Judge Alimangohan that it was improper to take down his observation, as it was not part of the proceedings. He did not shout at Judge Alimangohan nor did he bang the gavel. Neither was he rude nor guilty of unbecoming behavior.

Respondent concluded that charges against him were part of complainant's dilatory scheme. Earlier, complainant asked for the inhibition of Judge Butalid and respondent and filed two motions for extension of time to file memorandum.[6] Although respondent granted[7] the motions, complainant did not file the required memorandum.

The case was referred to Court of Appeals' Associate Justice Edgardo P. Cruz to conduct the necessary investigation, report and recommendation.[8] After weighing the two conflicting versions before him, Justice Cruz submitted his findings per his Report and Recommendation, thus[9]:

Despite the conflicting versions of the parties on the charge, there is no dispute that respondent gave Cortel the sum of P800.00 (or "money") as remuneration for the latter's secretarial services in the drafting of the decision in the election case. It is on the identity of the payor where there is controversy.

Complainant asserts that respondent told Cortel that the expense for said secretarial services would be shouldered by Salazar. This assertion is supported by Cortel's letter dated January 10, 1997, Affidavit dated April 29, 1997, Reply-Affidavit dated August 27, 1997 and Testimony (T.S.N. October 14, 1997, pp. 5-9 and 25).

On the other hand, respondent testified that he borrowed the money from the Revision Committee fund which he would repay upon receiving his salary but that he immediately returned the same when it was voluntarily refunded by Cortel (Answer to Question No. 10 of respondent's Sworn Statement dated October 26, 1999 [Exh. "29"]; T.S.N., October 27, 1999, pp. 11, 15 and 18-22). Incidentally, Exh. "29" served as respondent's testimony on direct-examination upon agreement of the parties.

In par. (a) of his Amended Counter-Affidavit dated August 7, 1997 (rollo, p. 110), respondent did not state that he borrowed from the Revision Committee. He merely alleged that Cortel was "entitled to receive said amount from the Revision Fund contributed by both litigants for the revision proceedings as provided by law."

Denying that he received the money from Salazar, respondent stated in his order dated May 2, 1997 (Exh. "27") that "(p)rotestee's counsel know (sic) it very well that stenographers in our courts of law are authorized to collect the amount from litigants corresponding to the volume or pages of the notes they transcribed out of court proceedings. In effect, respondent was saying that the money was given as payment for Cortel's transcript of stenographic notes.

Consequently, it appears that respondent identified three payors of the money, namely: (i) himself (respondent), although borrowed from the Revision Committee; (ii) the Revision Committee, for Cortel's services to it; and (iii) Salazar, as payment for transcript of stenographic notes.

If respondent borrowed the money from the Revision Committee, which is anomalous, it must have been documented. But no record of such "transaction" was presented. On the other hand, respondent's order dated September 30, 1996 (Exh. "15") states that the "revision of the contested ballots x x x both for the protestant and the protestee, x x x (was) already completed and terminated." Since the Revision Committee's work had been finished as early as September 30, 1996, Cortel was not entitled to remuneration from the former for secretarial services "rendered" five months thereafter. Finally, it has not been explained why the money, whether originating from the Revision Committee or Salazar, had to be coursed thru respondent.