

## THIRD DIVISION

[ A.M. No. RTJ-96-1365, February 18, 1999 ]

**ROBERT G. YOUNG, COMPLAINANT, VS. JUDGE PASTOR V. DE GUZMAN, REGIONAL TRIAL COURT, BRANCH 60, BAGUIO CITY, RESPONDENT.**

### D E C I S I O N

**VITUG, J.:**

In verified letter-complaint, dated 26 March 1996, Robert G. Young, President of Banawe Realty Development Corporation, Charged Judge Pastor V. De Guzman, Jr., of the Regional Trial Court of Baguio City, Branch 60, with unreasonable delay in the disposition of Civil Service No. 873-R, entitled "La Commercial Company, et al. vs. China Banking Corporation," for recovery of unpaid rentals owing from store space lessees and accounting of all rentals due and demandable, as well as the proceeds and receivables from the sales of units, over a condominium property.

During the pendency of the case, La Commercial Company was substituted by Inter Realty Development Corporation, While China Banking Corporation was substituted by Banawe Realty Development Corporation. On 16 July 1990, the condominium building was destroyed by a relatively strong earthquake, prompting the parties to file a manifestation to the above effect along with a joint motion to dismiss the case, with the Court. On 01 December 1994, counsel for both parties submitted, reiterating the above motion to dismiss, an opposition to a request for answers by written interrogatories caused to be made by the manager of Prudential Bank of Baguio City. The motion remained unresolved until the institution, months later, of the instant administrative case. Instead, complainant averred, Judge De Guzman had acted "with indecent haste" on a collateral issue granting Atty. Helenea M. Dauz, former counsel of Banawe Realty Development Corporation, attorney's fees amounting to P250,000.00 issuing forthwith a writ of execution to enforce the award.

In is comment,<sup>[1]</sup> dated 14 August 1996, respondent Judge countered that the case, far from being "a simple case" for the recovery/accounting of unpaid rentals, was really one for a "Declaration/Recognition of Ownership, Possession and Annulment of Mortgage." Respondent Judge disputed complainant's allegation that Inter Realty Development Corporation and Banawe Realty Development Corporation substituted La Commercial Company and China Banking Corporation, respectively, as party plaintiff and as party defendant, the truth of the matter being that Inter Realty was dropped as party defendant in an order, dated 20 December 1990, while Banawe Realty, in its case, was merely an intervenor. Respondent Judge maintained that although the property indispute was destroyed in 1990 by an earthquake, the issues did not become moot and academic, because, firstly, "the issue of ownership (was) corollary to the issue of who should be entitled to the accumulated rentals," and secondly, "the issue of ownership over a portion of the condominium project (would)