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**EN BANC**

[A.M. No. P-09-2657. January 25, 2010]
(Formerly OCA IPI No. 04-2075-P)

**BENJAMIN E. SANGA,** *complainant, vs.* **FLORENCIO SJ. ALCANTARA and SALES T. BISNAR,** *respondents.*

**SYLLABUS**

1. **REMEDIAL LAW; RULES OF COURT; LEGAL FEES; SHERIFFS AND OTHER PERSONS SERVING PROCESSES; ESTIMATE OF EXPENSES AND FEES FOR THE IMPLEMENTATION OF COURT PROCESSES; REQUISITES. —** Under Section 9, Rule 141 of the Rules of Court, the sheriff is required to secure the court's prior approval of the estimated expenses and fees needed to implement the court process. x x x [A] sheriff is guilty of violating the Rules if he fails to observe the following: (1) prepare an estimate of expenses to be incurred in executing the writ, for which he must seek the court's approval; (2) render an accounting; and (3) issue an official receipt for the total amount he received from the judgment debtor. The rule requires that the sheriff execute writs or processes to estimate the expenses to be incurred. Upon the approval of the estimated expenses, the interested party has to deposit the amount with the Clerk of Court and *Ex-Officio* Sheriff. The expenses shall then be disbursed to the executing Sheriff, subject to his liquidation, within the same period for rendering a return on the process or writ. Any unspent amount shall be refunded to the party who made the deposit.

2. **POLITICAL LAW; ADMINISTRATIVE LAW; PUBLIC OFFICERS AND EMPLOYEES; COURT PERSONNEL; SHERIFFS; NOT ALLOWED TO RECEIVE ANY VOLUNTARY PAYMENTS OR TO DEMAND SUMS OF MONEY FROM A PARTY-LITIGANT WITHOUT OBSERVING THE PROPER PROCEDURAL STEPS. —** Sheriffs are not allowed to receive any *voluntary* payments from parties in the course of the performance of their duties. To do so would be inimical to the best interests of the service, because even assuming *arguendo*

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that the payments were indeed given and received in good faith, this fact alone would not dispel the suspicion that such payments were made for less than noble purposes. Corollary to this point, a sheriff cannot just unilaterally demand sums of money from a party-litigant without observing the proper procedural steps; otherwise, such act would amount to dishonesty or extortion.

**3. REMEDIAL LAW; RULES OF COURT; LEGAL FEES; SHERIFFS AND OTHER PERSONS SERVING PROCESSES; ESTIMATE OF EXPENSES AND FEES FOR THE IMPLEMENTATION OF COURT PROCESSES; REQUISITES; NOT COMPLIED WITH IN CASE AT BAR. —** In this case, it is undisputed that both Alcantara and Bisnar miserably failed to comply with the x x x requirements of Section 9[, Rule 141 of the Rules of Court]. Both Alcantara and Bisnar demanded and collected money from the plaintiff allegedly to defray the expenses for the implementation of the writ. The acquiescence or consent of the plaintiffs to such expenses does not absolve the sheriff of his failure to secure the prior approval of the court concerning such expenses. There was no evidence showing that respondents submitted to the court, for its approval, the estimated expenses for the execution of the writ before they demanded monies from complainant. They did not deposit the sums received from complainant with the Clerk of Court who, under Section 9, was then authorized to disburse the same to respondent sheriff to effect the implementation of the writ. Neither was it shown that they rendered an accounting and liquidated the said amount to the court. We also note that both Alcantara and Bisnar made no mention in the sheriff's return, which they submitted to court, of the amounts of money they had received from complainant. Any act deviating from these procedures laid down by the Rules is misconduct that warrants disciplinary action.

**4. POLITICAL LAW; ADMINISTRATIVE LAW; PUBLIC OFFICERS AND EMPLOYEES; COLLECTING OFFICERS; REQUIRED TO IMMEDIATELY ISSUE AN OFFICIAL RECEIPT IN ACKNOWLEDGMENT OF PAYMENT OF ANY NATURE. —**[W]e also agree with the findings of the OCA that respondents' issuance of *Temporary Receipts*, which were handwritten on scraps of papers, also constitutes a violation of Section 113 of Article III, Chapter V of the National Accounting and Auditing Manual, which

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provides that "no payment of any nature shall be received by a collecting officer without immediately issuing an official receipt in acknowledgment thereof."

**5. ID.; ID.; ID.; COURT PERSONNEL; SHERIFFS; REQUIRED TO OBSERVE THE STRICT STANDARDS OF HONESTY AND INTEGRITY IN PUBLIC SERVICE. —** A sheriff is an officer of the court. As such, he forms an integral part of the administration of justice, since he is called upon to serve the orders and writs and execute all processes of the court. As such, he is required to live up to the strict standards of honesty and integrity in public service. His conduct must at all times be characterized by honesty and openness and must constantly be above suspicion. Respondent Sheriff's unilateral and repeated demands for sums of money from a party-litigant, purportedly to defray the expenses of execution, without obtaining the approval of the trial court for such purported expense and without rendering to that court an accounting thereof, in effect, constituted dishonesty and extortion. That conduct, therefore, fell far too short of the required standards of public service. Such conduct is threatening to the very existence of the system of the administration of justice. As employees of the court who play an important role in the administration of justice, sheriffs are expected to observe high standards.

**6. ID.; ID.; ID.; GRAVE MISCONDUCT; COMMITTED IN CASE AT BAR. —** Misconduct is defined as a transgression of some established or definite rule of action; more particularly, it is an unlawful behavior by the public officer. The misconduct is grave if it involves any of the additional elements of corruption, willful intent to violate the law or to disregard established rules. In the instant case, it has been clearly proven that both Alcantara and Bisnar willfully violated established rules, and unilaterally and repeatedly demanded money from the complainant. For these, the Court finds respondents guilty of Grave Misconduct.

**7. ID.; ID.; ID.; COURT PERSONNEL; MUST ADHERE TO HIGH ETHICAL STANDARDS TO PRESERVE THE COURT'S GOOD NAME AND STANDING. —** Time and again, this Court has pointed out the heavy burden of responsibility which court personnel are saddled with, in view of their exalted positions as keepers of the public faith. They should, therefore, be constantly reminded that any impression of impropriety, misdeed or negligence in the performance of

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> official functions must be avoided. Those who work in the judiciary must adhere to high ethical standards to preserve the courts' good name and standing. They should be examples of responsibility, competence and efficiency, and they must discharge their duties with due care and utmost diligence, since they are officers of the court and agents of the law. Indeed, any conduct, act or omission on the part of those who would violate the norm of public accountability and diminish or even just tend to diminish the faith of the people in the judiciary shall not be countenanced.

## D E C I S I O N

***PER CURIAM:***

Before us is an administrative complaint filed by Benjamin E. Sanga against respondents Sales T. Bisnar and Florencio SJ. Alcantara, both Sheriff IV of the Regional Trial Court (RTC) of Morong, Rizal, Branches 78 and 80, respectively, for grave misconduct.

The facts, as culled from the records, are as follows:

Complainant Sanga is one of the legal heirs of plaintiffs, Spouses Josefina and Salvador Sanga Jr., in an ejectment case docketed as Civil Case No. 986 entitled *Spouses Josefina and Salvador Sanga v. Arturo Libertino, et al.* Later on, Sanga substituted for his parents in view of their death. On June 13, 1995, a Decision, in favor of his parents, was rendered by then Presiding Judge Leili Suarez-Acebo of the Municipal Trial Court (MTC) of Tanay, Rizal, which ordered the defendants to vacate the premises of the subject property and to deliver the possession thereof to the plaintiffs.[1] Subsequently, on March 17, 2004, a Writ of Demolition was issued, and the same was directed to Alcantara.[2]

Sanga narrated that Alcantara estimated that the amount of ₱45,000.00 was needed to execute the Writ of Demolition. He

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[1] *Rollo,* pp. 17-19.

[2] *Id.* at 6-7.

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claimed that the demolition was scheduled on April 9, 2004, but the same did not push through since he failed to raise the amount needed to implement the writ. Thus, on May 3, 2004, Sanga gave Alcantara the amount of ₱5,000.00. Again, due to his eagerness to fully implement the Writ of Demolition, Sanga obtained even a usurious loan to be able to raise the balance of ₱40,000.00, which he gave to Alcantara on May 21, 2004. No official receipts were issued for the money received which, in totality, amounted to ₱45,000.00. Instead, Alcantara issued a handwritten receipt for both ₱5,000.00 and ₱40,000.00 he received, respectively.[3] However, as of the filing of the instant complaint, Alcantara failed to deliver to Sanga the lawful possession of the subject property.

Disappointed with Alcantara's failure to implement the writ, Sanga sought the assistance of Bisnar. However, Sanga claimed that Bisnar, likewise, demanded from him the amount of ₱100,000.00 for the implementation of the writ, but eventually settled for ₱50,000.00 after he informed Sanga that he would not be able to raise such big amount. On September 10, 2004, Sanga gave Bisnar the amount of ₱20,000.00 as evidenced by a handwritten acknowledgment receipt duly signed by the latter.[4] On November 10, 2004, Sanga again gave Bisnar the amount of ₱27,500.00 as partial payment for the demolition as evidenced by an acknowledgment receipt duly signed by Bisnar.[5] In both instances, no official receipts were issued for the amounts received by Bisnar, allegedly to defray the initial expenses of the demolition. The demolition was scheduled several times; however, as of the filing of the complaint, the writ remained unimplemented.

The Office of the Court Administrator (OCA) directed both Alcantara and Bisnar to file their respective comments on the charges against them.[6]

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[3] *Id.* at 3.

[4] *Id.* at 4.

[5] *Id.*

[6] *Id.* at 25.

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In his Comment[7] dated January 28, 2005, Alcantara denied that he was remiss in his duty to implement the writ. He explained that the demolition was scheduled on April 9, 2004, but a few days before said date, Sanga confessed to him that he could not raise the money needed to cover the expenses of the demolition. Alcantara estimated that the amount of ₱45,000.00 was needed for the demolition to cover the costs of the wages, transportation and meals of the demolition team. He admitted that for the initial expense of mobilization, Sanga gave him the amount of ₱5,000.00.[8] On May 19, 2004, he served a Second Notice to Vacate with copies of the Writ of Demolition to the defendants whose houses were scheduled for demolition. He claimed to have reported the same to Sanga. He also admitted that indeed on May 21, 2004, Sanga gave him ₱40,000.00.[9]

Alcantara further asserted that before the scheduled demolition, Sanga's counsel, Atty. Jaime Co of the Public Attorney's Office (PAO), informed him of a pending motion filed by defendants for the issuance of a *status quo* order. Thus, he was advised by Atty. Co to suspend action and to wait for the final court order. Alcantara added that on July 19, 2004, he served a Final Notice to Vacate to the defendants and set the date of demolition on July 27, 2004. He claimed that he made an advance payment to the demolition workers in the amount of ₱6,000.00. However, on July 23, 2004, Alcantara contended that the defendants filed a Manifestation and Motion against piece-meal demolition. Consequently, he claimed that Atty. Co asked him again to suspend the implementation of the writ of demolition. On August 18, 2004, Alcantara filed his return as *served and unsatisfied*.

Finally, in September 2004, Alcantara was informed that the subject writ was transferred to Bisnar. He said he did not question the sudden transfer of duties and merely returned the remaining balance of ₱36,000.00 to Sanga after deducting the expenses

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[7] *Id.* at 37-39.

[8] *Id.* at 37.

[9] *Id.* at 38.

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for the mobilization of the demolition team which he claimed amounted to a total of ₱9,000.00.[10]

For his part, Bisnar, in his Comment[11] dated January 31, 2005, denied all the allegations in the complaint.

Bisnar claimed that Attys. Jaime Co and Christian Bangui of the Public Attorney's Office (PAO) persuaded him to take charge of the writ of demolition in Civil Case No. 1382 because of the alleged inaction and prolonged delay in the implementation of the writ. On September 20, 2004, he said he was advised by the staff of the said PAO lawyers to accept the amount of ₱20,000.00 as payment for the initial expenses of the demolition, which he received and, thereafter, issued an acknowledgment receipt.[12] He then proceeded to the Clerk of Court to secure a copy of the writ, but found out that an *alias* writ of execution was still pending, which was issued only on November 10, 2004. On November 12, 2004, Bisnar contended that he served a notice to vacate against the defendants in accordance with the court's order.

According to Bisnar, the demolition proceeding was set on November 26, 2004, but was cancelled due to typhoon "Yoyong." He explained that the demolition was reset to December 9, 2004; however, on the 7th day of the same month, he got sick of prostate illness and was confined in the hospital for four days. To support his claim, Bisnar presented a medical certificate[13] issued by his attending physician, Dr. Ramelito Mariano. He claimed to be on sick leave from December 8, 2004 until the end of the same year. Thus, on December 21, 2004, he was surprised to learn that, together with Alcantara, he was already charged administratively by complainant in the Office of the Court Administrator. He manifested that the complaint was premature, considering that he had not yet made a report to the court as to the status of the writ.

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[10] *Id.* at 39.

[11] *Id.* at 27-30.

[12] *Id.* at 28.

[13] *Id.* at 33.

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In his Reply[14] dated February 23, 2005, Sanga belied Bisnar's claim that there was typhoon "Yoyong" on the scheduled date of demolition. He also pointed out that aside from the ₱20,000.00, Bisnar failed to mention in his comment that Sanga also gave him the amount of ₱27,500.00 on November 10, 2004, as evidenced by an acknowledgment receipt.[15]

Likewise, Sanga denied Alcantara's allegation that his lawyers caused the delay in the implementation of the writ. He reiterated anew that he was even forced to obtain a usurious loan in order to raise the amount of ₱40,000.00 that Alcantara was demanding from him for the implementation of the writ. Sanga also claimed that he made frequent follow-ups as to the status of the demolition, yet to no avail.[16]

On November 14, 2005,[17] in view of the conflicting versions of the parties, the Court referred the matter to Executive Judge Candido O. delos Santos of the RTC of Morong, Rizal, for investigation, report and recommendation.

After investigation, Judge Delos Santos, in his Report dated January 24, 2007, found both Alcantara and Bisnar liable for grave misconduct and conduct unbecoming an officer of the law, and recommended that they be sanctioned for their misdemeanor. Indeed, he found that both respondents demanded and received money from complainant without complying with Section 9, Rule 141 of the Rules of Court, the pertinent portion of which reads:

x x x x x x x x x

In the position papers both submitted by the respondents, ***Sheriff Florencio Alcantara and Sheriff Sales Bisnar never contradicted receipt of money from the complainant which they acknowledged receipt thereof as narrated by the said complainant in his position paper.*** In fact, they issued temporary

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[14] *Id.* at 81-82.

[15] *Id.* at 83.

[16] *Id.* at 84-85.

[17] *Id.* at 95.

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receipt therefore, by themselves and in private, which negotiation was never transacted in the Office of the Clerk of Court and *Ex-Officio* Sheriff, neither in the presence of the said Clerk of Court. ***In short, the demand for money which herein respondents did not deny to be used initially in the implementation of the Writ of Demolition was never coordinated procedurally and lawfully with the head of the office.*** Both Sheriffs, on their own, without the knowledge and blessing of their immediate superior, acted as if they were the ones in control and the public officers to implement the writ without referring the matter to the *Ex-Officio* Sheriff. Their defense that there was an agreed deviation from the usual procedure and the doing away with the mandates of the Rules of Court regarding the payment of legal fees would justify their action in pursuing the enforcement of the Writ of Demolition.

x x x. (emphasis supplied)

On January 15, 2008, the OCA recommended that Alcantara and Bisnar be dismissed from the service for having been found guilty of grave misconduct.[18]

We adopt the recommendation of the OCA.

Under Section 9, Rule 141 of the Rules of Court, the sheriff is required to secure the court's prior approval of the estimated expenses and fees needed to implement the court process. Specifically, the Rules provide:

SEC. 9. S*heriffs and other persons serving processes*. — x x x

(l) For money collected by him by order, execution, attachment, or any other process, judicial or extrajudicial, the following sums, to wit;

1. On the first four thousand (₱4,000.00) pesos, four (4%) per centum.

2. On all sums in excess of four thousand (₱4,000.00) pesos, two (2%) per centum.

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[18] *Id.* (Memorandum for Justice Consuelo Ynares-Santiago dated January 15, 2008)

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In addition to the fees hereinabove fixed, the party requesting the process of any court, preliminary, incidental, or final, shall pay the sheriff's expenses in serving or executing the process, or safeguarding the property levied upon, attached or seized, including kilometrage for each kilometer of travel, guard's fees, warehousing and similar charges, in an amount estimated by the sheriff, *subject to the approval of the court*. Upon approval of said estimated expenses, the interested party shall deposit such amount with the clerk of court and *ex officio* sheriff, who shall disburse the same to the deputy sheriff assigned to effect the process, subject to liquidation within the same period for rendering a return on the process. Any unspent amount shall be refunded to the party making the deposit. A full report shall be submitted by the deputy sheriff assigned with his return, and the sheriff's expenses shall be taxed as costs against the judgment debtor. (emphasis supplied)

Thus, following the above-mentioned rules, a sheriff is guilty of violating the Rules if he fails to observe the following: (1) prepare an estimate of expenses to be incurred in executing the writ, for which he must seek the court's approval; (2) render an accounting; and (3) issue an official receipt for the total amount he received from the judgment debtor. The rule requires that the sheriff execute writs or processes to estimate the expenses to be incurred. Upon the approval of the estimated expenses, the interested party has to deposit the amount with the Clerk of Court and *Ex-Officio* Sheriff. The expenses shall then be disbursed to the executing Sheriff, subject to his liquidation, within the same period for rendering a return on the process or writ. Any unspent amount shall be refunded to the party who made the deposit.[19]

Sheriffs are not allowed to receive any *voluntary* payments from parties in the course of the performance of their duties. To do so would be inimical to the best interests of the service, because even assuming *arguendo* that the payments were indeed given and received in good faith, this fact alone would not dispel the suspicion that such payments were made for less than noble purposes. Corollary to this point, a sheriff cannot just unilaterally

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[19] *Bercasio v. Benito*, A.M. No. P-95-1158, July 14, 1997, 275 SCRA 405, citing Rules of Court, Rule 141, Sec. 9.

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demand sums of money from a party-litigant without observing the proper procedural steps; otherwise, such act would amount to dishonesty or extortion.[20]

In this case, it is undisputed that both Alcantara and Bisnar miserably failed to comply with the above requirements of Section 9. Both Alcantara and Bisnar demanded and collected money from the plaintiff allegedly to defray the expenses for the implementation of the writ. The acquiescence or consent of the plaintiffs to such expenses does not absolve the sheriff of his failure to secure the prior approval of the court concerning such expenses.[21] There was no evidence showing that respondents submitted to the court, for its approval, the estimated expenses for the execution of the writ before they demanded monies from complainant. They did not deposit the sums received from complainant with the Clerk of Court who, under Section 9, was then authorized to disburse the same to respondent sheriff to effect the implementation of the writ. Neither was it shown that they rendered an accounting and liquidated the said amount to the court. We also note that both Alcantara and Bisnar made no mention in the sheriff's return, which they submitted to court, of the amounts of money they had received from complainant. Any act deviating from these procedures laid down by the Rules is misconduct that warrants disciplinary action.[22]

Furthermore, we also agree with the findings of the OCA that respondents' issuance of *Temporary Receipts,* which were handwritten on scraps of papers, also constitutes a violation of Section 113 of Article III, Chapter V of the National Accounting and Auditing Manual, which provides that "no payment of any nature shall be received by a collecting officer

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[20] *Tan v. Paredes*, A.M. No. P-04-1789 and A.M. No. RTJ-04-1841, July 22, 2005, 464 SCRA 47, 55.

[21] *Balanag, Jr. v. Osita*, A.M. No. P-01-1454, September 12, 2002, 388 SCRA 630, 634.

[22] See *Zamora v. Villanueva*, A.M. No. P-04-1898, July 28, 2008, 560 SCRA 32, 38.

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without immediately issuing an official receipt in acknowledgment thereof."[23]

A sheriff is an officer of the court. As such, he forms an integral part of the administration of justice, since he is called upon to serve the orders and writs and execute all processes of the court. As such, he is required to live up to the strict standards of honesty and integrity in public service. His conduct must at all times be characterized by honesty and openness and must constantly be above suspicion. Respondent Sheriff's unilateral and repeated demands for sums of money from a party-litigant, purportedly to defray the expenses of execution, without obtaining the approval of the trial court for such purported expense and without rendering to that court an accounting thereof, in effect, constituted dishonesty and extortion. That conduct, therefore, fell far too short of the required standards of public service. Such conduct is threatening to the very existence of the system of the administration of justice.[24]

As employees of the court who play an important role in the administration of justice, sheriffs are expected to observe high standards. This Court expounded in *Vda. de Abellera v. Dalisay*:[25]

> At the grassroots of our judicial machinery, sheriffs and deputy sheriffs are indispensably in close contact with the litigants, hence, their conduct should be geared towards maintaining the prestige and integrity of the court, for the image of a court of justice is necessarily mirrored in the conduct, official or otherwise, of the men and women who work thereat, from the judge to the least and lowest of its personnel; hence, it becomes the imperative sacred duty of each and everyone in the court to maintain its good name and standing as a temple of justice.

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[23] *Sandoval v. Ignacio, Jr.*, A.M. No. P-04-1878, August 31, 2004, 437 SCRA 238, 246.

[24] See *Ong v. Meregildo*, A.M. No. P-93-935, July 5, 1994, 233 SCRA 632, 645.

[25] 335 Phil. 527, 530-531 (1997).

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Misconduct is defined as a transgression of some established or definite rule of action; more particularly, it is an unlawful behavior by the public officer.[26] The misconduct is grave if it involves any of the additional elements of corruption, willful intent to violate the law or to disregard established rules.[27] In the instant case, it has been clearly proven that both Alcantara and Bisnar willfully violated established rules, and unilaterally and repeatedly demanded money from the complainant. For these, the Court finds respondents guilty of Grave Misconduct.

Time and again, this Court has pointed out the heavy burden of responsibility which court personnel are saddled with, in view of their exalted positions as keepers of the public faith. They should, therefore, be constantly reminded that any impression of impropriety, misdeed or negligence in the performance of official functions must be avoided. Those who work in the judiciary must adhere to high ethical standards to preserve the courts' good name and standing. They should be examples of responsibility, competence and efficiency, and they must discharge their duties with due care and utmost diligence, since they are officers of the court and agents of the law. Indeed, any conduct, act or omission on the part of those who would violate the norm of public accountability and diminish or even just tend to diminish the faith of the people in the judiciary shall not be countenanced.[28]

With the recent number of court employees who endured the severe penalty of dismissal from service,[29] we hope that

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[26] *Mendoza v. Navarro*, A.M. No. P-05-2034, September 11, 2006, 501 SCRA 354, 363.

[27] *Geronca v. Magalona*, A.M. No. P-07-2398, February 13, 2008, 545 SCRA 1, 7.

[28] *Apuyan, Jr. v. Sta. Isabel*, A.M. No. P-01-1497, May 28, 2004, 430 SCRA 1, 15, citing *Gutierrez v. Quitalig*, 400 SCRA 391 (2003).

[29] *Zamora v. Villanueva*, *supra* note 22, at 41; *Geronca v. Magalona*, *supra* note 26; *Tan v. Paredes*, *supra* note 20; *Padilla v. Arabia*, 312 Phil. 276 (1995).

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this would be a fair warning that this Court will not sleep on its responsibility to discipline, dishonest, corrupt, negligent, incompetent and abusive employees of the judiciary, lest they render futile the Court's constant effort to maintain and preserve its integrity.

**WHEREFORE,** respondents *FLORENCIO SJ. ALCANTARA* and *SALES T. BISNAR,* both Sheriffs IV of the Regional Trial Court of Morong, Rizal, Branches 78 and 80, respectively, are found *GUILTY of GRAVE MISCONDUCT*[30] and are hereby *DISMISSED* from the service, with forfeiture of all retirement benefits and privileges, except accrued leave credits, if any, with prejudice to re-employment in any branch or instrumentality of the government, including government-owned or controlled corporations.

**SO ORDERED.**

*Puno, C.J., Carpio, Corona, Carpio Morales, Nachura, Leonardo-de Castro, Brion, Peralta, Bersamin, Del Castillo, Abad,* and *Villarama, Jr., JJ.,* concur.

*Velasco, Jr.,* and *Perez, JJ.,* no part.

*Mendoza, J.,* on leave.

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[30] Section 52 (A)(3) of the Revised Rules on Administrative Cases in the Civil Service; *Zamora v. Villanueva, supra* note 28.