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SECOND DIVISION

[A.M. No. P-08-2447. April 10, 2008]
(Formerly A.M. OCA I.P.I. No. 06-2447-P)

ELVISA ROSALES, *complainant, vs.* **DOMINADOR MONESIT, SR., Court Interpreter, Municipal Trial Court, Tandag, Surigao del Sur,** *respondent.*

SYLLABUS

1. POLITICAL LAW; ADMINISTRATIVE LAW; COURT PERSONNEL; ADMINISTRATIVE COMPLAINT AGAINST COURT PERSONNEL; ADMINISTRATIVE CASE TO PROCEED DESPITE DESISTANCE OF THE COMPLAINANT.— This Court's jurisdiction to proceed with an administrative case despite the desistance of the complainant is settled. In *Vilar v. Angeles,* the Court stressed: . . . [T]he withdrawal of the complaint or the desistance of a complainant does not warrant the dismissal of an administrative complaint. This Court has an interest in the conduct and behavior of all officials and employees of the judiciary and in ensuring at all times the proper delivery of justice to the people. No affidavit of desistance can divest this Court of its jurisdiction under Section 6, Article VII[I] of the Constitution to investigate and decide complaints against erring employees of the judiciary. *The issue in an administrative case is not whether the complain[ant] has a cause of action against the respondent, but whether the employees have breached the norms and standards of the courts*.

2. ID.; ID.; ID.; WILLFUL FAILURE TO PAY JUST DEBT; ADMINISTRATIVE LIABILITY NOT EXCULPATED WITH THE SETTLEMENT OF OBLIGATION DURING PENDENCY OF COMPLAINT; PROPER PENALTY.—That respondent settled his obligation with complainant during the pendency of the present complaint does not exculpate him from administrative liability. Willful failure to pay just debt amounts to conduct unbecoming a court employee. Under the *Uniform Rules on Administrative Cases in the Civil Service*, willful failure to pay just debt is classified as a light offense, punishable by reprimand for the first infraction, suspension for 1 to 30 days for the second, and dismissal for the third offense.

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R E S O L U T I O N

CARPIO MORALES, *J.*:

By a sworn Afffidavit-Complaint dated June 2, 2006,[1] Elvisa Rosales (complainant) charged Dominador Monesit, Sr. (respondent), Court Interpreter of the Municipal Trial Court of Tandag, Surigao del Sur, with oppression, deceit, misconduct and violation of Republic Act (RA) No. 6713,[2] RA No. 9262[3] and Article 19, Civil Code.[4]

The Executive Judge of the Regional Trial Court, Tandag, Surigao del Sur to whom the complaint was referred for investigation, report and recommendation after respondent had filed his Comment, gave the following account reflecting the facts that gave rise to the filing of the complaint:

> Sometime in the early part of March, 2005, respondent's wife, a Tupperware dealer sold to Complainant two (2) items for ₱2,358.00 on installment basis. Because Complainant found difficulty paying the items in cash, respondent's wife accepted the former's two (2) pigs as full payment thereof.
>
> In the same month, Complainant sold to respondent's wife the former's motorcycle sidecar for ₱20,000.00, also on installment basis. The agreement was verbal. The sidecar used to be attached to the motorcycle of Complainant's live-in partner, Mario Clavero. She happened to own the [s]idecar as part of the amicable settlement

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[1] *Rollo*, pp. 5-13.

[2] AN ACT ESTABLISHING CODE OF CONDUCT AND ETHICAL STANDARDS FOR PUBLIC OFFICIALS AND EMPLOYEES, TO UPHOLD THE TIME-HONORED PRINCIPLE OF PUBLIC OFFICE BEING A PUBLIC TRUST, GRANTING INCENTIVES AND REWARDS FOR EXEMPLARY SERVICE ENUMERATING PROHIBITED ACTS AND TRANSACTIONS AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF AND FOR OTHER PURPOSES.

[3] AN ACT DEFINING VIOLENCE AGAINST WOMEN AND THEIR CHILDREN, PROVIDING FOR PROTECTIVE MEASURES FOR VICTIMS, PRESCRIBING PENALTIES THEREFORE AND FOR OTHER PURPOSES.

[4] Art. 19. Every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith.

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of the Physical Injury Case she lodged before the Office of the Chief of Police of Tandag, Surigao del Sur, against her live-in partner (Exhibits "2" and "2-A").

Respondent's wife made a downpayment of ₱4,000.00 (Exhibit "3") and paid subsequent instal[l]ments in the total amount of only ₱5,200.00 (Exhibits "3-A", "3-B" and "3-C"). Because of respondent's wife's failure to pay the balance of the purchase price of the Sidecar, differences between her and respondent, on one hand, and Complainant and her live-in partner, on the other hand, ensued. The latter demanded full payment of the balance of the price in the amount of ₱10,200.00. In turn, the former stopped further payment.[5]

The Executive Judge noted that complainant did not present evidence. Respondent presented, however, complainant's AFFIDAVIT OF DESISTANCE, subscribed and sworn to before her counsel, Atty. Limuel L. Auza.

The Executive Judge went on to note as follows:

Apparently, Atty. Auza was able to arrange an out-of-court meeting between Complainant and Respondent and the latter's wife, during which, Respondent agreed to pay Complainant the amount of ₱25[,]000.00 as full settlement of the Sidecar account of Respondent and his wife (Exhibit "1"). By and large, therefore, the allegations of the Complain[an]t, except those admitted, expressly or impliedly, by Respondent, are not deemed proved.

However, the following are either expressly or impliedly admitted by the Respondent:

1. There was, indeed, a transaction by and between Complainant and Respondent's wife involving the sale by the former to the latter of a Motorcycle Sidecar for ₱20[,]000.00, payable [i]n instal[l]ments. There was no written contract.

2. Of the ₱20[,]000.00 consideration of the sale, only ₱9[,]200.00 was paid, leaving a balance of ₱10[,]800.00.

3. When conflict ensued due to the non-payment of the balance of the purchase price, both Respondent and Complainant's live-in partner, who reconciled with the former, intervened and thenceforth decided the respective courses of action to take in the conflict.

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[5] *Rollo*, pp. 56-57.

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4. **Respondent stopped payment,** claiming that Complainant's live-in partner demanded not only the immediate full payment of the balance of the purchase price but also ₱75.00 per day multiplied by the number of days delay in the payment.

The Undersigned believes that it was **improper** (not necessarily misconduct, which signifies "intentional wrong doing") **for Respondent to intervene in the above transaction** and take the cudgel, so to speak, for his wife, creating, in the process, the impression that he was emboldened to act in the manner that he did because of his exalted position in the Municipal Trial Court of Tandag. Indeed, it is not entirely remote that, as alleged by the Complainant in her AFFIDAVIT-COMPLAINT, at one time or another Respondent bragged about his connection with the Court, thus impress[ing] upon the Complainant that he wielded authority and influence that could prejudice the Complainant in her pending Grave Threat Case.

Likewise, it **was improper for Respondent to stop payment of the balance** of the purchase price of the Sidecar, just because Complain[ant's] live-in partner charged the penalty of ₱75.00 per day of delay in the payment. He could have paid the balance of the purchase price as a manifestation of fairness in the deal. Indeed, he was in a position to pay as he did ultimately pay the penalty charges, but only after he was apparently persuaded by Complainant's counsel, as shown in the Affidavit of Desistance of the Complainant, which he submitted as his own evidence before the undersigned Investigator (Exhibit "1").

Respondent's non-payment of just obligation, which is submitted to be wil[l]ful, is considered a light offense under the Uniform Rules on Administrative Cases in the Civil Service. The corresponding penalty for the first offense is reprimand, for the second, suspension for one (1) to thirty (30) days, and for the third, dismissal.[6] (Emphasis and underscoring supplied)

The Executive Judge thus recommended that respondent be reprimanded for willful failure to pay just debt, and warned against involving himself, directly or indirectly, in transactions, wherein he could be perceived to have used or taken advantage of his position as court personnel.[7]

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[6] *Id*. at 57-58.

[7] *Id*. at 58.

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By Resolution of August 29, 2007,[8] this Court required the parties to manifest whether they were willing to submit the case for resolution on the basis of the pleadings already filed and submitted. Only respondent complied.[9]

The Court finds the OCA recommendation well-taken.

This Court's jurisdiction to proceed with an administrative case despite the desistance of the complainant is settled. In *Vilar v. Angeles*,[10] the Court stressed:

> . . . [T]he withdrawal of the complaint or the desistance of a complainant does not warrant the dismissal of an administrative complaint. This Court has an interest in the conduct and behavior of all officials and employees of the judiciary and in ensuring at all times the proper delivery of justice to the people. No affidavit of desistance can divest this Court of its jurisdiction under Section 6, Article VII[I] of the Constitution to investigate and decide complaints against erring employees of the judiciary. The issue in an administrative case is not whether the complain[ant] has a cause of action against the respondent, but whether the employees have breached the norms and standards of the courts.[11] (Underscoring supplied)

That respondent settled his obligation with complainant during the pendency of the present complaint does not exculpate him from administrative liability.[12] Willful failure to pay just debt amounts to conduct unbecoming a court employee.[13]

Under the *Uniform Rules on Administrative Cases in the Civil Service*,[14] willful failure to pay just debt is classified as

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[8] *Id*. at 131.

[9] *Id*. at 132.

[10] A.M. No. P- 06- 2276, February 5, 2007, 514 SCRA 147.

[11] *Id*. at 156.

[12] *Reliways, Inc. v. Rosales*, A.M. No. P-07-2326, July 9, 2007, 527 SCRA 39, 43; *Orasa v. Seva*, A.M. No. P-03-1669, October 5, 2005, 472 SCRA 75, 85.

[13] *Hanrieder v. De Rivera*, A.M. No. P-05-2026, August 2, 2007, 529 SCRA 46, 54.

[14] Resolution No. 991936 of the Civil Service Commission dated August 31, 1999.

a light offense, punishable by reprimand for the first infraction, suspension for 1 to 30 days for the second, and dismissal for the third offense.[15]

This appears to be respondent's first infraction.

WHEREFORE, respondent Dominador Monesit, Sr., Court Interpreter, Municipal Trial Court of Tandag, Surigao del Sur is, for willful failure to pay a just debt, *REPRIMANDED*. He is further *WARNED* to be more circumspect and to avoid acts, official or otherwise, which may be perceived by the public to be taking advantage of his position as an employee of the Judiciary.

SO ORDERED.

Quisumbing (Chairperson), Tinga, Velasco, Jr. and *Brion, JJ.,* concur.

FIRST DIVISION

[G.R. No. 162956. April 10, 2008]

FAUSTINO REYES, ESPERIDION REYES, JULIETA C. RIVERA, and EUTIQUIO DICO, JR., *petitioners, vs.* **PETER B. ENRIQUEZ, for himself and Attorney-in-Fact of his daughter DEBORAH ANN C. ENRIQUEZ, and SPS. DIONISIO FERNANDEZ and CATALINA FERNANDEZ,** *respondents.*

SYLLABUS

1. REMEDIAL LAW; CIVIL PROCEDURE; ACTIONS; ORDINARY CIVIL ACTION DISTINGUISHED FROM SPECIAL PROCEEDING.— An ordinary civil action is one by which a party sues another for the enforcement or protection

[15] Section 52 (c) (10).