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said amount to be deducted from the Fifty Thousand Pesos (P50,000.00) withheld from her retirement benefits. The amount of Forty Thousand Pesos (P40,000.00) constituting the remainder of said benefits is hereby ordered released in respondent's favor.

SO ORDERED.

Davide, Jr., C.J. (Chairman), Melo, and *Pardo, JJ.,* concur.

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.*

SYNOPSIS

This is an administrative case filed by Robert G. Young charging Judge Pastor V. De Guzman of the Regional Trial Court of Baguio City with unreasonable delay in the disposition of Civil Case No. 873-R for the 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. The Office of the Court Administrator, to which the case was referred for evaluation report and recommendation, opined that respondent Judge had failed to abide by paragraph 1.2 of Administrative Circular No. 4 dated September 1998 and recommended that respondent Judge be ordered to pay the fine of P5,000.00

The Supreme Court ruled that the accusation was baseless. The Court found that there was utterly no showing that the respondent Judge had been motivated by, or had acted in bad faith or malice. Respondent Judge, in this instance, evidently felt that the issues raised could only be resolved properly if and after all the parties concerned would have been fully heard. In fact, he made it clear

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in his Order dated December 20, 1990 that the issue presented, that is, the entitlement of rental deposits demanded, would require the question of ownership to be first resolved. The matter was judicial in nature, and this administrative case would not be the right forum for it. In view thereof, the Court dismissed the administrative charge filed against herein respondent.

SYLLABUS

LEGAL AND JUDICIAL ETHICS; DUTY OF JUDGES; THE JUDGE MUST NOT SACRIFICE FOR EXPEDIENCY'S SAKE THE FUNDAMENTAL REQUIREMENTS OF DUE PROCESS NOR TO FORGET THAT HE MUST CONSCIENTIOUSLY ENDEAVOR EACH TIME TO SEEK THE TRUTH, TO KNOW AND APTLY APPLY THE LAW AND TO DISPOSE OF THE CONTROVERSY OBJECTIVELY AND IMPARTIALLY, ALL TO THE END THAT JUSTICE IS DONE TO EVERY PARTY; CASE AT BAR. — It is truly the duty of every judge to resolve cases filed before him with good dispatch; no less than the Rules of Court commands that justice must be administered without unnecessary delay. Likewise, the Code of Judicial Conduct generally admonishes a judge to dispose of the business of his court promptly. Nevertheless, the judge must not sacrifice for expediency's sake the fundamental requirements of due process not to forget that he must conscientiously endeavor each time to seek the truth, to know and aptly apply the law and to dispose of the controversy objectively and impartially, all to the end that justice is done to every party. Respondent Judge, in this instance, evidently felt that the issues raised could only be resolved properly if and after all the parties concerned would have been fully heard. He made it clear in his order of 20 December 1990 that the issue presented, *i.e.*, the entitlement to the rental deposits demanded, would require the question of ownership to be first resolved. The matter was judicial in nature. This administrative case would not be the right forum for it. There was utterly no showing that respondent Judge had been motivated by, or had acted in bad faith or malice. With regard to the claim that respondent resolved the motion for payment of attorney's fees to Atty. Helenea Dauz with undue haste, the order of 11 April 1995 would show that the motion was granted only when Banawe Realty had failed to file any comment thereon let alone an opposition thereto despite the opportunity given by the trial court.

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DECISION

VITUG, *J.*:

In a 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 Case 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 his comment,[1] 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

[1] Denominated "compliance."

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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 in dispute 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) necessarily affect the issue of ownership over an undivided portion of the land upon which the same was built." Respondent Judge blamed the parties for the delay in the disposition of the dispute by their several motions and pleadings. The judge called attention to the fact that the case was filed seven years prior to the creation of Branch 60. He explained that the pending motion of China Banking Corporation for the return of the rentals, amounting to P2,479,302.20, withdrawn without authority by Atty. Teofisto Rondez for Banawe Realty, took precedence over the joint motion to dismiss. It was unfortunate, he said, that the issue on the withdrawn rentals, submitted for resolution on 04 August 1995, remained unresolved because he had to take a prolonged leave of absence due to sickness until, in fact, he finally had to file, on 16 February 1996, an application for retirement on total disability which the Court approved on 18 June 1996. Respondent Judge denied that he had hastily decided the motion for payment of attorney's fees to Atty. Helenea Dauz, which, he said, indeed took him three months to resolve in favor of Atty. Dauz and only because no opposition was filed by Banawe Realty. The petition to reverse the said order, he stressed, was even dismissed by the Court of Appeals on 26 June 1996.

The Office of the Court Administrator, to which the case was referred for evaluation, report and recommendation, opined that respondent Judge had failed to abide by paragraph 1.2 of Administrative Circular No. 4, dated 22 September 1988, to the effect that -

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"1.2 Cases already being tried at the time of the issuance of this Circular, shall be immediately set for conference in accordance with the procedure set forth in Section 6, Rule 22 of the Rules of Court with end in view of eventually setting them for completion of the trial phase within three (3) months. The older cases shall be given priority in the trial calendar."

The OCA recommended that respondent Judge be ordered to pay a fine of P5,000.00.

In the Court's resolution of 17 March 1997, the parties were required to manifest whether they would be willing to submit the case for resolution on the basis of the pleadings theretofore on file. Respondent Judge submitted his manifestation, dated 02 May 1997, expressing his agreement thereto. Complainant failed to submit his manifestation, constraining the Court to dispense with it and to deem the case submitted for decision.

It is truly the duty of every judge to resolve cases filed before him with good dispatch;[2] no less than the Rules of Court commands that justice must be administered without unnecessary delay.[3] Likewise, the Code of Judicial Conduct generally admonishes a judge to dispose of the business of his court promptly.[4] Nevertheless, the judge must not sacrifice for expediency's sake the fundamental requirements of due process nor to forget that he must conscientiously endeavor each time to seek the truth, to know and aptly apply the law, and to dispose of the controversy objectively and impartially, all to the end that justice is done to every party.

Respondent Judge, in this instance, evidently felt that the issues raised could only be resolved properly if and after all the parties concerned would have been fully heard. He made it clear in his order of 20 December 1990 that the issue presented, *i.e.,* the entitlement to the rental deposits demanded, would require the question of ownership to be first resolved. The matter was judicial in nature. This administrative case would not be the right forum

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[2] Report on the Judicial Audit conducted in Municipal Trial Court, Sibulan, Negros Oriental, 282 SCRA 463.

[3] Rule 135, Sec. 1, Rules of Court.

[4] Report of Justice Felipe B. Kalalo, 282 SCRA 61.

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for it. There was utterly no showing that respondent Judge had been motivated by, or had acted in, bad faith or malice. With regard to the claim that respondent resolved the motion for payment of attorney's fees to Atty. Helenea Dauz with undue haste, the order of 11 April 1995 would show that the motion was granted only when Banawe Realty had failed to file any comment thereon, let alone an opposition thereto, despite the opportunity given by the trial court.

WHEREFORE, the administrative case filed against Judge Pastor V. De Guzman is hereby DISMISSED.

Let the amount of fifty thousand pesos (P50,000.00) withheld from his retirement benefits in the Court's resolution of 19 November 1996 be released to him immediately.

SO ORDERED.

Romero (Chairman), Panganiban, Purisima, and *Gonzaga-Reyes, JJ.,* concur.

THIRD DIVISION

[A.M. RTJ-98-1409. February 18, 1999]

SPOUSES BENEDICTO & ROSE GODINEZ, *complainants, vs.* **HON. ANTONIO S. ALANO and SHERIFF ALBERTO RICARDO C. ALANO, Regional Trial Court, Branch 36, General Santos City,** *respondents.*

SYNOPSIS

Complainants charged Judge Alano and his son, Sheriff Alano, with having committed irregularities in connection with Civil Case No. 5634, in that the Judge acted favorably on the motion for