

VENUS TIDALGO FERRER, COMPLAINANT, VS. DEMETRIO G. GAPASIN, SR., INTERPRETER, RTC BRANCH 52, TAYUG, PANGASINAN, RESPONDENT.

A.M. No. P-92-736. November 16, 1993

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PER CURIAM:

This is an administrative complaint filed by Venus Tidalgo Ferrer against respondent Demetrio G. Gapasin, Sr. in his capacity as Interpreter of the Regional Trial Court of Tayug, Pangasinan, Branch 52 for GROSS MISCONDUCT.

It appears on record that on December 5, 1991, the Municipal Circuit Trial Court of Natividad-San Quintin, Pangasinan rendered a decision against complainant Venus Tidalgo Ferrer and her husband in Civil Case No. 153 for Forcible Entry. Not satisfied with said decision, complainant appealed to the Regional Trial Court of Tayug, Branch 52.

Complainant met respondent during the scheduled hearing of the appealed case on March 12, 1992, where the latter offered his assistance to expedite the case in her favor for P25,000.00. Complainant agreed and gave to respondent at his residence, the following amounts:

March 18, 1992 - P5,000.00

March 23, 1992 - 10,000.00

April 13, 1992 - 10,000.00

TOTAL = P25,000.00

On July 8, 1992, the Regional Trial Court of Tayug affirmed in toto the decision of the Municipal Circuit trial court which became final and executory on August 1, 1992.

When complainant confronted respondent why she lost the case, the latter told her that "he is powerless to decide the case"[1] and promised to return her money. Despite several verbal demands, respondent failed to return the P25,000.00 causing the complainant to file a sworn affidavit on August 5, 1992, alleging gross misconduct on the part of the respondent.

Romulo Lui, who drove for complainant when the latter went to the house of respondent, corroborated complainant's testimony and testified that:

"x x x (in the morning of March 18, 1992) x x x Mrs. Ferrer (complainant) rode in his tricycle and went to the house of Benny Gapasin (respondent) in Luna Street, Tayug, Pangasinan. Mrs. Ferrer went upstairs to the house of Benny Gapasin and after twenty (20) minutes, they went home. On the way [home], Mrs. Ferrer allegedly told witness: 'I delivered the money he was asking' (pp. 30-33, Vol. II, TSN, Apr. 22, 1993). In the afternoon of March 23, 1992, together with Mrs. Ferrer and her brother, Edwin Tidalgo, he drove the jeepney of Mrs. Ferrer and again went to the house of Benny Gapasin. Mrs. Ferrer and her brother Edwin Tidalgo went

upstairs. Mrs. Ferrer was holding an envelop[e] containing P10,000.00 as he was told. The first time they went to the house of Gapasin, Mrs. Ferrer told him she gave P5,000.00 to Gapasin in an envelope also. At around 6:00 o'clock p.m., on April 13, 1992, together with Mrs. Ferrer and her brother Edwin, he went again to the house of respondent Gapasin driving the same jeep. Mrs. Ferrer and Edwin told me (Romulo Lui) they delivered P10,000.00 to Benny Gapasin."^[2]

Thereafter, Judge Pedro C. Cacho, Executive Judge and Investigator of the Regional Trial Court of Tayug, Pangasinan as well as the presiding judge of Branch 52 issued a Memorandum^[3] to respondent requiring him to explain in writing why no disciplinary action shall be taken against him on the basis of the sworn complaint filed by Mrs. Venus Ferrer.

In compliance with said directive, respondent submitted an undated and unsubscribed statement^[4] claiming that the money allegedly given to him by the complainant was actually a loan he secured from her to pay for the hospitalization of his grandmother as evidenced by a Real Estate Mortgage^[5] dated July 25, 1992, executed by him as mortgagor in favor of complainant. Respondent further maintained that it was only on February 11, 1992 that he learned that complainant had a case pending in Branch 52, where he is employed as court interpreter, and he told complainant that he would see what he can do to expedite the case. He never promised complainant, however, that he can secure a favorable decision for her as he is not in a position to comply with such promise.

On August 11, 1992, complainant in her Reply-Affidavit^[6] denied all the allegations of the respondent and disclaimed any knowledge about the Real Estate Mortgage allegedly executed in her favor.

Subsequently, Judge Cacho reported the matter to the Court Administrator and respondent was placed under preventive suspension on December 8, 1992 pursuant to the Supreme Court's Resolution dated October 12, 1992.

On February 15, 1993, the Supreme Court issued a Resolution assigning this case to Judge Cacho for investigation, report and recommendation within ninety (90) days from notice which was received by the latter on March 22, 1993.

At the scheduled investigation or on April 20, 1993, respondent and his PAO counsel failed to appear despite due notice. Instead, respondent's counsel filed an Omnibus Motion^[7] indorsing his case to another counsel, namely, Atty. Eugenio Tolentino, Jr. as the incumbent counsel is going on sick leave. Thereafter, complainant testified and presented her documentary evidences.

On that same date, respondent filed with the Supreme Court a Motion to Inhibit Judge Cacho from proceeding with the administrative case and filed with Judge Cacho an undated Manifestation informing the Judge of his non-attendance in the administrative proceedings until the Supreme Court has ruled on his Motion. Nonetheless, Judge Cacho proceeded with the investigation of the administrative case in compliance with the Supreme Court's Resolution.^[8]

On June 10, 1993, Judge Cacho submitted his report recommending the outright dismissal of respondent from the government service, the pertinent portion of which reads, as follows:.

"The testimonial and documentary evidences adduced ex-parte by Complainant as hereinbefore set forth establishes by preponderance of evidence that Respondent did in truth and in fact received (sic) the sum of Twenty Five Thousand Pesos (P25,000.00) from Complainant with the promise that Respondent will expedite the decision of the Court on the appealed case and see to it that said decision will be in favor of Complainant. Being the incumbent Interpreter of the Court as he had informed Complainant, Respondent was able to convince Complainant to give money to him believing that Respondent will fulfill his promise. In other words, Complainant completely believed Respondent when he said: 'Nobody can get near Judge Cacho except me.' (p. 24, Vol. II, TSN, Apr. 20, 1993).

"There is certainly no basis in fact and in law when Respondent claimed in his unsubscribed statement (p.22/Exh. 'C', Rec.) that he executed a Real Estate Mortgage in favor of Complainant to cover the loan of P25,000.00 the latter gave him (p. 24, Rec.). From the notarial report of Notary Public Florencio M. Suyat, Jr., submitted to the Clerk of Court of RTC-Tayug, Pangasinan, it appears that Doc. No. 431, Page No. 87, Book II, Series of 1992, is a Deed of Chattel Mortgage (Annex 'F'), not a Real Estate Mortgage as claimed by Respondent. An ocular examination of the original carbon of the 'Real Estate Mortgage' which Respondent attached to his statement shows that the title 'Deed of Chattel Mortgage' was erased and in lieu thereof, the title 'Real Estate Mortgage' was typed. It should be noted that there are still traces of erasures on the latter document. Moreover, a Real Estate Mortgage to be valid and binding among the parties must be signed by both parties with the marital consent of their spouses, if applicable. The 'Real Estate Mortgage' alleged to have been executed by Respondent in favor of Complainant was signed only by him. The mortgage then partakes the nature of a unilateral contract which is contrary to law, when in fact it should be bilateral in order to be a valid and legal mortgage.

"The testimony of Complainant to the effect that the two (2) daughters of Respondent, his wife, and Rev. Father Mendoza (Parish Priest, Roman Catholic Church, Tayug, Pangasinan) approached her and asked her to withdraw the case because they will return the money (p. 25, Vol. II, TSN, April 20, 1993) bolsters the conclusion that Respondent did the act complained of.

"Therefore, by his own act of demanding and receiving the sum of Twenty Five Thousand Pesos (P25,000.00) from Complainant, a party litigant in a case pending in the sala of the court where he is the Interpreter, under the facts and circumstances as aforesaid, Respondent Demetrio G. Gapasin, Sr., committed 'gross misconduct', which is a ground for disciplinary action under Presidential Decree No. 807, otherwise known as the 'Civil Service Decree of the Philippines'." [9]

After a careful and thorough review of the record, we sustain the findings and recommendation of Judge Cacho. The act of respondent in demanding and accepting money from the complainant to expedite the resolution of a case cannot be countenanced, especially when it is committed by an employee of the court who ought be an example of integrity, uprightness and honesty.[10]

Moreover, this Court has emphasized time and time again that the conduct and behavior of every one connected with an office charged with the dispensation of justice, from the presiding judge to the sheriff and to the lowliest clerk should be circumscribed with the heavy burden of responsibility. Their conduct, at all times, must be characterized with propriety and decorum, but above all else, must be above and beyond suspicion. For every employee of the judiciary should be an example of integrity, uprightness and honesty.[11] Respondent's misconduct, misfeasance or malfeasance in the performance of his official duties consisting of dishonesty and conduct prejudicial to the best interest of the service, are grounds for dismissal under the Civil Service Law.

WHEREFORE, respondent DEMETRIO G. GAPASIN is found guilty of gross misconduct and is hereby DISMISSED from the service with prejudice to reinstatement or re--employment in any agency of the government, including government-owned or controlled corporations. All retirement benefits and other privileges to which he may be entitled are forfeited except for his leave credits to which he may be entitled.

SO ORDERED.

Narvasa, C.J., Cruz, Feliciano, Padilla, Bidin, Regalado, Davide, Jr., Romero, Nocon, Bellosillo, Melo, Quiason, Puno, and Vitug, JJ., concur.
Griño-Aquino, J., retired.

[1] T.S.N., April 20, 1993, at p. 12.

- [2] Report of the Executive Judge and Investigator Pedro Cacho, p. 7.
- [3] Rollo, p. 21.
- [4] Exhibit "C", Rollo pp. 22-23.
- [5] Rollo, p. 24.
- [6] Id., at p. 28.
- [7] Id., at p. 81.
- [8] February 15, 1993 Resolution of the Supreme Court, see p. 4.
- [9] Report of the Executive Judge and Investigator Pedro Cacho, pp. 9-10.
- [10] Unknown Municipal Councilor of Sto. Domingo, Nueva Ecija vs. Alomia, Jr., 212 SCRA 330 [1992].
- [11] Valenton vs. Melgar, Administrative Matter No. P-92-698, March 3, 1993.

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