

**ILDEFONSO ONG, COMPLAINANT, VS. MAXIMO A. MEREGILDO,
DEPUTY SHERIFF OF MUNICIPAL TRIAL COURT, BRANCH 31,
QUEZON CITY, RESPONDENT.***A.M. No. P-93-935. July 05, 1994*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/0745eb9bcd5b/>**PER CURIAM:**

Complainant Ildefonso Ong originally charged respondent Deputy Sheriff Maximo A. Meregildo with violation of Section 3 (e) of R.A. No. 3019, the Anti-Graft and Corrupt Practices Act, before the Office of the Ombudsman. This charge was dismissed by the Office of the Ombudsman for lack of sufficient evidence. At the same time, the Investigating Officer of the Office of the Ombudsman declared that the complaint was sufficient in form and substance for purposes of initiation of an administrative inquiry. Thus, in April 1993, Overall Deputy Ombudsman Francisco Villa referred to the Office of the Court Administrator the Affidavit-Complaint of Ildefonso Ong for appropriate action.

On 29 June 1993, the Court referred the Indorsement of the Overall Deputy Ombudsman, the Affidavit-Complaint of complainant Ong and related papers to the Executive Judge of the Metropolitan Trial Court of Quezon City, Judge Rose Marie Alonzo-Legasto for investigation, report and recommendation.

The Investigating Judge held hearings on 10, 17 and 21 September 1993, 15 October 1993 and 14 January 1994. Both parties appeared at these hearings.

On 9 March 1994, Judge Alonzo-Legasto submitted her Report and Recommendation. We find, from this Report and Recommendation, that the following facts are substantially undisputed:

Respondent Deputy Sheriff Maximo Meregildo was appointed by Judge Abraham Vera of the Regional Trial Court, Branch 90, Quezon City, as Special Sheriff to implement the Fourth Alias Writ of Demolition and Possession issued in LRC Case No. 87-8187. As such Special Sheriff, respondent Meregildo advised complainant Ong, the successor-in-interest of the judgment creditor in LRC Case No. 87-8187, that expenses would have to be incurred in the implementation of the Writ, e.g., expenses for transportation of laborers and policemen to the demolition site, as well as expenses for food of the laborers and policemen and their compensation. Respondent Sheriff advised complainant Ong to prepare P11,000.00 as the "initial sheriff's fees and expenses." [1]

On 21 August 1992, respondent Deputy Sheriff received from complainant Ong P11,000.00 in cash. Meregildo, however, failed or was unable successfully to implement the Writ of Demolition. Respondent and complainant agreed that a second attempt could and should be made to implement the Fourth Alias Writ of Possession and Demolition, since such Fourth Writ had not then expired. For this second attempt at implementation, respondent Sheriff asked complainant Ong to prepare an amount of P10,000.00; this amount complainant Ong delivered promptly to respondent on 27 August 1992.

The second attempt to enforce the Fourth Alias Writ of Demolition and Possession also produced no effects. By this time, the effectivity of the Fourth Alias Writ had expired and the judgment creditor secured a Fifth Alias Writ

of Demolition and Possession.

Respondent Sheriff again asked complainant to prepare another P10,000.00 for the enforcement of the Fifth Alias Writ. On 17 September 1992, complainant handed over P5,000.00 to respondent Sheriff. Two (2) days later, on 17 September 1992, respondent Sheriff received another P20,000.00 in cash from complainant, the complainant having been told by respondent Sheriff that that additional sum was essential for effective implementation. Respondent Sheriff repaired to the demolition site with his group of laborers and policemen. The demolition team allegedly penetrated the barricades set up by the squatter families sought to be ejected. However, peaceful possession of the area was not turned over to the complainant. According to respondent Sheriff, the Office of the Mayor of Quezon City, or the CAPCOM, had directed the policemen to back off from the area. Respondent alleged that the policemen left the area and, fearing for his safety and that of his laborers, respondent and his group of laborers followed suit. Complainant Ong offered in evidence five (5) receipts signed by respondent for the sums of money referred to above, including a receipt for P1,000.00 dated 4 November 1992, to wit:

Date Received

Amount Received

21

August

1992

P 11,000.00

27

August

1992

P 10,000.00

15

September

1992

P 5,000.00

17

September

1992

P 20,000.00

4

November

1992

P 1,000.00

T O T A L

P 47,000.00

Disappointed with the repeated failure of respondent Sheriff to put him in peaceful possession of the premises involved despite the cumulative amount of fees and expenses paid to the Sheriff, and doubting either the sincerity or the ability or both of respondent to deliver possession of the premises to complainant, complainant Ong demanded the return of the total amount of P47,000.00 from respondent Sheriff. Respondent Sheriff alleged that most of the various sums had already been spent and offered to return an "unspent portion" of P8,800.00. Thereupon, complainant Ong filed his Affidavit-Complaint with the Office of the Ombudsman which, as noted, referred the same to this Court for appropriate administration action.

Respondent Sheriff submitted to the Investigating Judge, by way of comment on the complaint, his "Explanation" or accounting of the monies he had received. This "Explanation" read, in relevant part, as follows:

"x x x x x x x x

The amount of P47,000.00 collected by me from Mr. Ong was properly receipted to show that there was good faith in my intention that the said amount would be solely spent for the costs of the implementation such as food, costs of labor, transportation, voluntary police allowances and other incidental expenses. The said amount of P47,000.00 was actually spent for the said purposes not only for the implementation of the Fifth Alias Writ but also for the prior writ which was the Fourth Alias Writ dated 16 June 1992. A scrutiny of the Receipts reveal that the Receipt under date of August 21, 1992 in the amount of P11,000.00 and the Receipt under date of August 27, 1992 in the amount of P10,000.00 were spent during which the Fourth alias Writ was still in effect and has not yet expired. With respect to the Receipt under date of September 15, 1992, receipt under date of September 17, 1992 and the receipt under date of November 4, 1992 were spent for the purposes during which the Fifth Alias Writ was still in effect and has not yet expired. Said receipts are hereto attached and respectively marked as Annexes 'D,' 'E,' 'F,' 'G' AND 'H.'

A mathematical calculation would show that the amount of P11,000.00 under Receipt dated August 21, 1992 (Annex D) which was actually spent on August 24, 1992 represented the following to:

Labor for 35 laborers

at P150.00 per person..... P 5,250.00

Food expenses for 35

laborers and 20 policemen

at P50.00 /person..... P 3,250.00

Jeepney Rent at P800.00

per jeep of three jeeps..... P 2,400.00

T O T A L P10,900.00

With regards to the amount of P10,000.00 under Receipt dated August 27,1992 (Annex E) was actually spent on August 26, 1992 for the following:

Labor for 35 laborers at

P150.00 per person..... .. P 5,250.00

Food expenses for 35

laborers and 20 policemen

at P50.00/person..... .. P 3,250.00

Jeepney rent for three

jeepneys at P700.00

per jeepney..... .. P 2,100.00

T O T A L P10,600.00

It can be noted that there was an excess of the amount of P600.00 and said amount was shouldered by herein complainant.

The amount of P5,000.00 and P20,000.00 under Receipts of September 15 and 17, 1992 (Annexes F and G) were actually spent for the same purposes on September 17, 1992 and which represented the following:

Labor for 50 laborers

at P150.00/person..... .. P 5,250.00

Food expenses for 35

laborers and 20 policemen

at P50.00/person..... ..P 3,250.00

Jeepney rent for three

jeepneys at P700.00 per

jeepney..... ..P 2,100.00

T O T A L P16,200.00

Of the amount of P25,000.00, on the amount of P16,200.00 and the unspent portion thereof was in the amount of P8,800.00 and said amount was retain by me to be spent again for future implementations.

With regards to the last amount mentioned in the amount of P1,000.00 under Receipt dated November 4, 1992 was actually spent for transportation and food allowances for laborers on November 5, 1992 but said implementation had to be postponed because of lack of security police assistance plus on the account of bad weather. The excess amount of P8,800.00 was actually spent during the implementation of the Sixth Alias Writ on April 22 and 23, 1993.

xxx xxx xxx"[2]

The complainant, on the witness stand, controverted the explanation rendered by respondent Sheriff. He stated that respondent had charged him the amount of P200.00 per laborer employed and not merely P150.00. Complainant, who had physically accompanied respondent Sheriff to the demolition site during the attempts to enforce the Writ, stated that respondent Sheriff had only fifteen (15) men to a team and not thirty-five (35) or more persons as alleged by respondent. Moreover, complainant saw only one (1) owner-type vehicle, for the personal use of another sheriff who was assisting respondent; complainant saw no evidence of the three (3) or four (4) public utility jeeps respondent had allegedly hired. Further, complainant claimed that he had paid for the cost

of food for the policemen, over and above the amounts he had delivered to respondent Sheriff. Complainant's testimony in this respect follows:

"Q: What other items did you find that are not correct?

A: For the expenses of the policemen, sir, I usually pay for the food of the policemen if there is any.

Q: In other words, the Sheriff did not spend this amount?

A: I did not pay for the policemen (sic) food, sir. I usually gave him for the food of the policemen, sir.

Q: If you paid the food...

A: Aside from the money I gave to Meregildo, sir, the payment I gave to this policemen was from my own pocket and is not included in P47,000.00.

Court:

Are you insinuating Mr. Ong that aside from the money you gave to this respondent, you spend (sic) personally?

Witness:

Yes, your Honor, for the policemen.

Court:

For what date?

Witness:

This August 27, your Honor.

Court:

August 21?

Atty. Linzag:

Well, I think that was the implementation of the writ, your Honor.

Witness:

Yes, your Honor, for the implementation of the writ I usually pay for the food of the policemen, your Honor.

Court:

For all the writs?

Witness:

Yes, your Honor, not for the laborers, your Honor, for the policemen.

Court:

So, you mean you gave directly to the policemen aside from the money you give (sic) to the Sheriff?

Witness:

Yes, your Honor.

Court:

How much did you give to these policemen?

Witness:

Actual expenses, your Honor.

Court:

How much?

Atty. Linzag:

For food?

Witness:

P3,000.00, your Honor, sometime (sic) we are eating (sic) at the Tropical Hut, your Honor." [3] (Underscoring supplied)

Upon examination of the evidence presented by the parties, the Investigating Judge concluded that the behavior of respondent Sheriff was, under the circumstances, highly irregular and prejudicial to the best interest of the service.

We agree with the Investigating Judge's view that Section 9 of Rule 141, as amended, of the Rules of Court is applicable. This Section reads in part as follows:

"Sec. 9. Sheriffs, and other persons serving processes.

x x x x x x x x

(g) For executing a writ of process to place a party in possession of real estate, one hundred (P100.00) pesos;

x x x x x x x x

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. (7a)." [4] (Underscoring supplied)

Respondent Sheriff failed grievously to comply with the above requirements of Section 9. Respondent knew, or should have known, that he had to present his cost estimates for implementation of the Writ of Demolition and Possession to the court issuing that Writ for its approval. He did not do so. Respondent Sheriff repeatedly charged and collected from complainant sums of money without approval of the Court; he 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 implementation of the Writ. We note also that respondent Sheriff made no mention in the Final Sheriff's Return which he submitted to Judge Vera, of the amounts of monies he had received from complainant. It does not appear that he submitted any liquidation of such amounts to the trial court, before the present administrative complaint was instituted. [5]

Respondent Sheriff attempted to defend the "reasonableness" of the amounts he had charged and received from

the complainant, and tried to explain his repeated failure to execute the Writ. Respondent claimed that the Writ of Demolition was directed against sixty (60) families, more or less, of squatters illegally occupying the parcel of land here involved, located in Bagong Bantay, Quezon City. These squatter families had refused to leave voluntarily and so had to be ejected by force. When respondent allegedly tried to implement the Fourth Writ, the police contingent he had allegedly arranged for was supposedly not dispatched by their commanding officer in view of a heavy rain on that day. On his alleged second attempt to enforce the Writ, bad weather again prevented the success of his efforts. He assured complainant that they would try once more as soon as the weather cleared up. On the next attempt, he alleged that, although prepared to demolish the structures found in the premises, he acceded to the request of counsel of the squatters for "peaceful settlement of the conflict." [6]

The Investigating Judge was not persuaded by the explanations offered by respondent Sheriff. Investigating Judge Alonzo-Legasto stated that the amounts charged and collected from the complainant were exorbitant and highly disproportionate to the actual service rendered by the laborers purportedly retained by respondent Sheriff. She believed that there was no justification for employing as many as fifty (50) laborers and fifty (50) policemen for enforcing the Writ. The Investigating Judge dismissed respondent Sheriff's accounting of sums received as "too simplistic," x x x and unworthy of credence and highly improbable." [7] The Court agrees with the Investigating Judge that respondent Sheriff was dishonest in rendering his accounting of expenses actually incurred (if any). Respondent Sheriff's explanations are strained to an extreme; in any case, "reasonableness" of the amounts charged and collected and received by respondent is not a defense. For respondent clearly ignored the procedures laid down in Section 9 of Rule 141 of the Rules of Court.

The Investigating Judge recommended suspension for respondent Sheriff. The Court, however, is convinced that the inculpatory acts committed by respondent Sheriff are very serious and call for a more severe penalty. Respondent Sheriff Maximo A. Merigildo 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. [8] As such, he is required to live up to strict standards of honesty and integrity in public service. [9] His conduct must at all times be characterized by honesty and openness and must constantly be above suspicion. [10] Respondent Sheriff's unilaterally and repeatedly demanding sums of money from a party-litigant purportedly to defray 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 too far short of the required standards of public service. Such conduct is threatening to the very existence of the system of administration of justice.

WHEREFORE, respondent Maximo A. Merigildo, Deputy Sheriff of the Municipal Trial Court, Branch 31 of Quezon City, is hereby FOUND GUILTY of serious misconduct and conduct prejudicial to the best interest of the service, and is hereby DISMISSED from office, with forfeiture of all retirement benefits and accrued leave credits and with prejudice to re-employment in any branch or instrumentality of government, including government owned or controlled corporations.

SO ORDERED.

Narvasa, C.J., Cruz, Feliciano, Padilla, Bidin, Regalado, Davide, Jr., Romero, Bellosillo, Melo, Quason, Puno, Vitug, Kapunan, and Mendoza, JJ., concur.

[1] See Par. 7, Affidavit-Complaint of Ildefonso Ong, Records, p. 9.

[2] Explanation of respondent Maximo Merigildo, Records, p. 109.

[3] TSN, 17 September 1993, pp. 13-14.

[4] Section 9 of Rule 141, as amended by the Resolution of the Supreme Court En Banc dated 4 September 1990, effective on 2 November 1990. This Resolution of the Court was published in two (2) newspapers of general circulation -- The Philippine Daily Inquirer and The Manila Bulletin --- on 19 September 1990.

Prior to the amendment of Rule 141, its section relating to sheriffs and other persons serving process read, in relevant part, as follows:

"Sec. 7. Sheriffs, and other persons serving process. -- (a) For executing process, preliminary, incidental, and final or any court, for each kilometer of travel in the service of process, reckoned from the place of service to the place to which the process is executed by a municipal deputy sheriff residing in the municipality where the party served is, such office shall receive the fees for the service of the process, without kilometrage; provided that the party requiring the process shall deposit with the Court from which the process is requested, at the time of filing of the petition or request for process, the estimated cost of expenses for kilometrage and per diems to be incurred by the Sheriff, of not less than P200, subject to refund of the excess or payment of deficit.

x x x x x x x x

(g) For executing a writ of process to put a person in possession of real estate, eight pesos;

x x x x x x x x"

(Underscoring supplied)

[5] The Court notes also that the amount actually "prepared" by complainant for respondent Sheriff, upon request or instruction of respondent Sheriff, probably exceeded P47,000.00 and might in fact have reached as much as P135,000.00. The Investigating Judge, however, interpreted her authority and commission very narrowly and refused to inquire into additional sums allegedly given to respondent Sheriff. See testimony of complainant Ildefonso Ong which reads as follows:

"Court: You said there is an additional, not only, P47,000.00. How much now? Is there a receipt for the additional?

Ildefonso Ong: The amount went up to P135,000.00, your Honor.

Court: Up to the 5th Alias?

Ildefonso Ong: No, your Honor, up to the 6th. After the 5th it was P55,000.00, your Honor. I will try to get the receipt your Honor, which is.....

Court: What was investigated by the ...

Ildefonso Ong: Yes, your Honor. It is only the 5th Alias, Your Honor.

Atty. Arcilla: But the explanation, your Honor please includes the ...

Court: But my only authority is to find out whether the amount of P47,000.00 is exorbitant.

Ildefonso Ong: I could show...

Atty. Mijares: But, your Honor, the complaint filed before the Office of the Ombudsman, your Honor, the total amount is only P47,000.00.

Atty. Arcilla: Yes, your Honor, but the explanation by the respondent himself on page 4 represents the additional

amount of P10,000.00 was listed on April 21, 1993 and made an Annex 'L' of the Explanation itself, your Honor.

Court: In the explanation of?

Atty. Arcilla: The respondent, your Honor, Annex 'I' page 4 should I say, your Honor.

Atty. Mijares: Your Honor, let me clarify, your Honor. Are they saying that they are making basis of the alleged excess amount of P47,000.00 on the Answer of my client, your Honor?

Atty. Arcilla: No, it is not the basis, your Honor. It is the affidavit complaint itself, but I just made question it along because it was mentioned also by the respondent with his own explanation.

Court: Where is the administrative case before the Ombudsman? So my authority is administrative matter referred for investigation report and recommendation on the P47,000.00.

Atty. Arcilla: Yes, your Honor.

Atty. Mijares: So, in other words, the Honorable Court cannot hear or acquire jurisdiction over the investigation in excess of P47,000.00.

Court: Why did you not submit the additional amount before the Ombudsman if there was so?

Atty. Arcilla: We filed it earlier, your Honor please ...

Court: If you filed it earlier where did you file it?

Atty. Arcilla: Because the additional amount is already April 1992, your Honor.

Court: And when did you file a case with the Ombudsman?

Atty. Mijares: As per our record, your Honor, the affidavit-complaint filed before the Ombudsman was dated December 16, 1992, your Honor.

Ildefonso Ong: My lawyer was mislead, your Honor, because before ...

Court: Well, I don't know between you and your lawyer. If you're misleading your lawyer I don't know.

Atty. Mijares: I suggest, your Honor, to expedite the proceedings, your Honor, why don't they file a motion or whatever with discretion so that the Court will be clarified.

Atty. Arcilla: Let's just stick to P47,000.00, your Honor.

Court: So, we will just investigate up to the P47,000.00?

Ildefonso Ong: Yes, your Honor." (TSN, 10 September 1993, pp. 4-7; underscoring supplied).

[6] TSN, 21 September 1993, pp. 6-7, 13, 29 et seq.

[7] Report of Judge Alonzo-Legasto, Records, p. 188.

[8] Vicente To vs. Alfredo Distor, Adm. Matter No. P--2529, 19 December 1981.

[9] See Young vs. Momblan, Adm. Matter P-89-367, 9 January 1992; Mejia vs. Pamaran, 160 SCRA 477 (1988).

[10] Young vs. Momblan, Ibid; Llanes vs. Borja, 192 SCRA 288 (1990).

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