

**BENJAMIN RACHO, COMPLAINANT, VS. MILAGROS B. DULATRE,
CLERK OF COURT II, MUNICIPAL TRIAL COURT, ALICIA,
ZAMBOANGA DEL SUR, RESPONDENT.**

A.M. No. P-01-1468. February 10, 2005

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PER CURIAM:

For our resolution is this administrative case which arose from the complaint of Benjamin T. Racho against respondent. In a letter dated May 12, 2000 addressed to this Court, Racho charged her with the following:

- forging Racho's signature and encashing Land Bank check no. 0000008982 issued to him by the Municipality of Alicia, Zamboanga del Sur in the amount of P1,060 to cover his meal, fare and accommodations in attending the conference/dialogue with the Chief Justice in Zamboanga City sometime in November 1999;
- taking and encashing three of his checks from the Supreme Court in the aggregate amount of P7,500 without his knowledge and consent sometime in October 1998, though refunded by respondent several months later, and
- encashing the checks of three other co-employees without their knowledge and consent, though again subsequently refunded when the respondent was confronted about them.

To shed light on the accusations of Racho against the respondent, this Court ordered Judge Arthur L. Ventura, Presiding Judge of 1st MCTC of Ipil-Tungawan-Roseller T. Lim, Zamboanga Sibugay, to conduct an investigation on the matter.[1]

Judge Ventura interviewed both Racho and the respondent, as well as their co-employees in MTC-Alicia, Zamboanga del Sur, namely, Stenographers Nicostrata L. Banac and Estela E. Gedorio, Interpreter Salama B. Halil, Clerk Ibrahim I. Galbon, and Utility Worker Jamil Tapsi. Judge Ventura also interviewed Jerry C. Guarino, a neighbor and friend of respondent, who had a hand in the encashment of Land Bank check no. 0000008982 issued to Racho by the local government of Alicia, Zamboanga del Sur.

The investigation conducted by Judge Ventura established the following facts.

Sometime in the early part of November of 1999, preparatory to the court personnel's conference with Chief Justice Hilario G. Davide, Jr. scheduled on November 5, 1999 at Zamboanga City, the respondent, her husband Jacinto Dulatre, Jr. (the Process Server of MTC-Alicia), and Racho separately applied for financial assistance from the local government of Alicia in the amount of P1,060 each for their fare, meals and accommodations. The three agreed that the total amount was to be divided equally among all eight court personnel of the MTC-Alicia.

Racho submitted all the required papers and documents in support of his application. On November 3, 1999, Racho signed disbursement voucher no. 101-9911-0863 on which he acknowledged in advance the receipt of the amount of P1,060.

Since he still had enough money, Racho proceeded to Zamboanga City using his own funds with the intention of claiming his check upon his return. Meanwhile, the respondent claimed and received three checks in the amount of P1,060 each from the Municipal Treasurer of Alicia in the afternoon of November 3, 1999. The checks were issued in her name, and in the names of her husband and Racho, respectively.

Racho and the respondent, together with their co-employees in MTC-Alicia, attended the scheduled dialogue of court personnel with Chief Justice Davide on November 5, 1999 in Zamboanga City. The respondent, however, did not inform Racho, as well as their officemates, of her receipt of the amount given by the local government for their travel allowance. Neither did the respondent distribute the respective shares of Racho and the other employees of MTC-Alicia in the said travel allowance.

A week after his return from Zamboanga City, Racho went to see Ms. Luzminda M. Banguis-Dayon, OIC Municipal Treasurer of Alicia, to inquire about his check. Racho was informed that Land Bank check no. 0000008982 in the amount of P1,060 payable to Racho had already been claimed by the respondent on November 3, 1999. Confronted by Racho, the respondent admitted that she received it.

The respondent was reproached by Ms. Dayon for her failure to deliver Racho's check to him, which in turn strained the relationship of Racho and the respondent. The conflict between the two came to a head sometime in January 2000 when Racho, in the presence of Judge Andres P. Olegario, Presiding Judge of MTC-Alicia, and their officemates again confronted the respondent about Land Bank check no. 0000008982. This erupted into a heated argument between the two.

The bad blood between Racho and the respondent culminated in a letter complaint to this Court on May 12, 2000.

Judge Ventura's investigation also uncovered the following facts relative to Racho's complaint and allegations:

Five court personnel of MTC-Alicia, namely, Banac, Gedorio, Halil, Galbon and Tapsi, did not request for financial assistance from the Municipality of Alicia when they attended the dialogue with the Chief Justice in Zamboanga City on November 5, 1999. In fact, they were not even aware that any financial assistance was extended by the Municipality of Alicia to Racho, the respondent and Dulatre, Jr. until the verbal confrontation between Racho and the respondent sometime in January 2000. They were also unaware that they were entitled to a share in the amount received by the three from the Municipality of Alicia, except for Gedorio who was promised something by the respondent. The respondent, however, instead of giving Gedorio's share, paid for the latter's P200 contribution to the Philippine Association of Court Employees (PACE). On the other hand, Banac, Halil, Galbon and Tapsi received nothing at all.

While there was no prior report or complaint that the respondent forged the signatures of court personnel of MTC-Alicia, there were several instances when the respondent encashed the checks of her co-employees without their knowledge and consent. In particular, there was an occasion when the respondent asked Halil to hand over to Banac the amount of P800 in cash representing Banac's allowance from this Court. When Banac inquired why the allowance was not in the form of a check like all amounts coming from this Court, Banac was informed that the respondent was at that time, "in need of money."^[2]

There was also an instance when the respondent handed Halil P2,000 in cash. When queried on what the amount was for, the respondent informed Halil that the same represented the clothing allowance granted by this Court. Upon inquiry on why the amount was not in check when this Court does not release cash to lower courts, the respondent replied that she had already encashed Halil's check and borrowed the amount. The P2,000 cash was a reimbursement of the value of Halil's check. In a separate incident, the respondent borrowed a check representing Halil's share in the Judiciary Development Fund (JDF) for encashment.^[3]

In its recommendation, the Office of Court Administrator (OCA) affirmed the following conclusions of Judge Ventura:

“1. Racho failed to assist the court in determining the author of the alleged forgery of his signature at the back of Land Bank check no. 0000008982.

2. Racho’s claim that respondent encashed his check issued by the Municipality of Alicia without his knowledge and consent is without merit. The fact is that Racho executed an authorization dated October 29, 1999[4] empowering the respondent to receive and encash the check issued to him by the Municipality of Alicia.

3. Racho’s allegations that the respondent received three checks in the amount of P7,500 issued by this Court in the name of Racho, and that the respondent subsequently encashed the same without Racho’s knowledge and consent is untenable for lack of evidentiary support. Racho even failed to present the testimony of his own daughter to bolster his claim that respondent deliberately did not turn over the said checks when his daughter came to claim them.

4. The failure of the respondent to inform her officemates about the P3,180 granted by the Municipality of Alicia which was supposed to be divided equally among them indicates that the respondent was in bad faith. Moreover, she appropriated the money and applied it to her personal use without their knowledge and approval. Worse, the respondent was able to give the share only of Gedorio, albeit incomplete, and only six months after said arrangement was made known in their court. Instead of giving Gedorio her supposed share of P397.50, the respondent paid for Gedorio’s PACE fees in the amount of P200. She no longer gave Gedorio the balance of P197.50.

The respondent knows that, although the three checks in the aggregate amount of P3,180 were placed in the names of Racho, the respondent and Dulatre, Jr., the money was supposed to have been divided equally among all eight court personnel. In accordance with her agreement with Racho, the respondent received the amount of P3,180, less her share, only in trust for her co-employees. Thus, the respondent was duty-bound to account for and distribute the corresponding shares of her officemates. The act of the respondent in knowingly delaying and/or withholding the respective shares of her officemates in the financial assistance constitutes dishonesty.

5. The testimonies of Halil and Banac positively strengthen the charges of Racho that the respondent, aside from being dishonest, has abused her authority and, thus, destroyed the trust and confidence reposed on her by virtue of her position. On several occasions, she was able to encash their checks without their prior consent.”

With these findings, Judge Ventura recommended that the respondent be reprimanded.

While in conformity with Judge Ventura’s findings and conclusions, the OCA disagrees with the recommendation of Judge Ventura for a mere reprimand, considering the acts of dishonesty respondent has committed. The OCA noted that, under Rule XIV, Sec. 23(a) of the Omnibus Civil Service Rules and Regulations, dishonesty is classified as a grave offense, the first infraction of which is punishable by the supreme penalty of dismissal from the service.

We agree with the OCA.

The respondent is required by reason of her official duties to safely keep the court’s funds, revenues, records, properties and premises committed to her custody.[5] As the authorized officer to receive the checks (representing the salary, allowances, and other emoluments) of the court personnel, she failed to observe utmost honesty in her work and has blatantly abused her power and authority.

The investigation conducted by Judge Ventura showed a clear pattern and habit of the respondent in negotiating and encashing the checks of her subordinates without their knowledge and consent. The fact that nobody

complained about it before is of no moment. The testimonies of Banac and Halil were clear that the respondent occasionally handed them the cash value of their salary or allowance, instead of giving them their checks, without their prior consent. It demonstrated the propensity of the respondent to negotiate the checks of her subordinates without their authority in order to convert the proceeds of their checks.

Another proof of the respondent's dishonesty was the fact that she secretly withheld the agreement between her and Racho that whatever the local government of Alicia would appropriate for those court employees attending the dialogue would be divided equally among them. The certification dated June 5, 2001[6] of Ms. Dayon disclosed that the respondent personally received the three checks on November 3, 1999. Her officemates came to know about it only when Racho confronted the respondent several months after the dialogue. The facts proven also showed that the respondent misappropriated the money of her subordinates.

The failure of a clerk of court to account for money deposited with him, and adequately explain and present evidence thereon, constitutes gross dishonesty, grave misconduct and even malversation of public funds which this Court will never countenance as they indubitably diminish the faith of the people in the judiciary.[7] In this case, the respondent's failure to immediately give the respective shares of Racho and their other officemates in the financial assistance granted by the local government of Alicia and her repeated acts of encashing or negotiating the checks of her subordinates without their prior knowledge and consent constitute gross dishonesty on her part.

The nature of her work and of her office mandates that the clerk of court be an individual of competence, honesty and integrity. In relation to the judge, the clerk of court occupies a position of confidence which should not be betrayed. With the prestige of the office comes the corresponding responsibility to safeguard the integrity of the court and to uphold the confidence of his co-workers and colleagues in the profession. Regrettably, the respondent failed to meet the expectation required of her as the administrative officer of the sala where she is stationed.

The respondent, like all court personnel, should bear in mind that no position demands greater moral righteousness and uprightness from the occupant than the judicial office. Those connected with the dispensation of justice bear a heavy burden of responsibility. Clerks of court, in particular, must be individuals of competence, honesty and probity, charged as they are with safeguarding the integrity of the court and its proceedings. Persons involved in the administration of justice ought to live up to the strictest standards of honesty and integrity in public service. The conduct required of court personnel, from the presiding judge to the lowliest clerk, must always be beyond reproach.[8]

Pursuant to Section 23, Rule XIV of the Omnibus Rules implementing Book V of Executive Order No. 292, dishonesty is classified as a grave offense for which the penalty of dismissal is imposed. Section 9 of the same rule provides:

The penalty of dismissal shall carry with it the cancellation of eligibility, forfeiture of leave credits and retirement benefits and the disqualification for re-employment in the government service. Further, it may be imposed without prejudice to criminal or civil liability.

WHEREFORE, premises considered, respondent Clerk of Court II, MILAGROS B. DULATRE, is hereby held liable for dishonesty and is **DISMISSED** from the service with forfeiture of her retirement benefits except earned leave credits, if any, and with prejudice to her reinstatement or re-employment in government service, including government-owned or controlled corporations.

SO ORDERED.

Davide, Jr., C.J., Puno, Panganiban, Quisumbing, Ynares-Santiago, Sandoval-Gutierrez, Carpio, Austria-Martinez, Corona, Carpio-Morales, Callejo, Sr., Azcuna, Tinga, Chico-Nazario and Garcia, JJ., concur.

[1] Per en banc resolution dated March 13, 2000.

[2] Banac's sworn statement dated May 19, 2001; Rollo, pp. 14-15.

[3] Halil's sworn statements dated May 19, 2001 and December 15, 2001; Rollo, pp. 21-22, 83.

[4] Rollo, p. 86.

[5] Sec. 7, Rule 136, Rules of Court.

[6] Rollo, p. 46.

[7] Re: Memorandum dated 27 September 1999 of Ma. Corazon M. Molo, OIC, Office of Administrative Services, OCA on the Dishonesty and Grave Misconduct of Datu Alykhan T. Amilbangsa, Clerk of Court, Shari'a Circuit Court, Bongo, Tawi-Tawi, A.M. No. SCC-00-6-P, 16 October 2003.

[8] Id.

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