

**BRANCH CLERK OF COURT JESUS F. MANGALINDAN,
COMPLAINANT, VS. THE HON. COURT OF APPEALS, JUDGE
CONRADO T. DANAN (PRESIDING JUDGE, MTC, BRANCH II GUAGUA,
PAMPANGA), AND CRISANTO M...**

A.M. No. MTJ-94-932. July 14, 1995

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PER CURIAM:

For grave misconduct, ignorance of law, neglect of duty, and conduct grossly prejudicial to the best interest of the service, respondent Judge Conrado T. Danan must be dismissed from the service.

For the same grounds, except ignorance of law, we can do no less to respondent Crisanto M. Susi.

The discovery of their misdeeds was accidental and were it not for the gimlet eye and high sense of duty of Judge Hermin E. Arceo of Branch 43 of the Regional Trial Court (RTC) of San Fernando, Pampanga, they could have remained hidden from us.

The pleadings disclose that in three informations filed on 12 March 1993 and docketed as Criminal Cases Nos. 6949-51 and assigned to Branch 43 of the RTC of San Fernando, Pampanga, one Remedios Dapitan was charged with estafa. Warrants for her arrest were issued on 16 March 1993. Since she could not be arrested, the cases were ordered archived on 9 June 1993.

However, on 19 July 1993, Dapitan was brought before the court which, on 30 August 1993, granted her motion for reinvestigation. On 25 November 1993, the information in Criminal Case No. 6949 was amended to change the name of the complaining witness. On 9 December 1993, the accused was arraigned and, on motion, the court reduced the aggregate bail bond in the three cases from P24,000.00 to P10,000.00. In the meanwhile, the accused was detained at the Provincial Jail at San Fernando, Pampanga.

At the hearing on 2 February 1994, Judge Arceo gathered from Dapitan that she was out on bail allegedly pursuant to an order of release issued on 20 December 1993 by Judge Conrado T. Danan of Branch 2 of the Municipal Trial Court (MTC) of Guagua, Pampanga, who had approved her bail bond on the same date. Forthwith, Judge Arceo ordered the clerk of court of Judge Danan's court to transmit to Branch 43 the bail bond of the accused, together with the order of release and other supporting papers pursuant to the second paragraph of Section 16, Rule 114 of the Rules of Court.[1]

In compliance with the said order, Mr. Jesus F. Mangalindan, the clerk of court of Branch 2 of the MTC of Guagua, Pampanga, sent to Judge Arceo the following letter[2] dated 8 February 1994:

This is to acknowledge receipt of your Order dated February 2, 1994 which was received by our Court Stenographer on February 7, 1994 at 2:00 o'clock in the afternoon directing therein the Branch Clerk of Court of Municipal Trial Court, Branch II, Guagua, Pampanga to transmit to your Court the bail bond of accused, Remedios Dapitan including the Order of Release and other supporting papers within five (5) days from receipt of a copy of said Order.

Your Honor, upon receipt of your Order, I immediately inquired from Judge Conrado T. Danan, Presiding Judge of the Municipal Trial Court, Branch II, Guagua, Pampanga if he had approved a bailbond posted by one Remedios Dapitan including the Order of Release considering the undersigned have not received any copy from him of the said bailbond and Order of Release dated December 20, 1993 duly signed by him. Judge Danan told me that Crisanto M. Susi, Branch Clerk of Court of Municipal Trial Court, Branch I, Guagua, Pampanga was the one who approached him for approval of said bailbond and the Order of Release dated December 20, 1993, xeroxed copy of which is hereto attached. As a matter of fact, said Order dated December 20, 1993 was prepared and typewritten not in our office which is very unusual and irregular.

On February 8, 1994, at about 9:00 to 10:00 in the morning, I confronted Mr. Crisanto M. Susi regarding said bailbonds and for his failure to give the undersigned the documents for transmittal to your Court. Mr. Susi admitted that he was the one who caused the preparation and approval of said bailbond to Judge Danan and told me that he is still in the process of procuring forms of bailbonds subscribed by a solvent bonding company and even promised the undersigned that he will personally bring to your court said bailbond until February 9, 1994. When I inquired from him the copies of the Order of Release signed by Judge Danan the same are still in his possession including the original, which I requested that the same be given to me and have it zerox because that was the first time I saw said Order until I received your Order.

Your Honor, in view of the above-stated facts, I believe Mr. Susi committed a grave misconduct in the performance of his duties considering the encroachment he made upon my position as Br. Clerk of Court thereby implicating and damaging my name and reputation as employee of the Court. Furthermore, it is common knowledge that Court employees are prohibited from engaging and participating in any transactions regarding of posting of bailbonds of persons accused in Court pursuant to the directive of the Supreme Court which in this particular incident, Mr. Susi has completely violated.

In view of the foregoing, may I respectfully request your Honor the issuance of an Order directing Mr. Crisanto M. Susi to immediately transmit the bailbonds posted by Remedios Dapitan in Criminal Cases Nos. 6949-6951 to your Court because the undersigned has no knowledge whatsoever about the transaction made by Mr. Susi regarding the approval of said bailbonds.

At any rate, Mr. Susi promised to the undersigned that he will personally deliver to your Court the documents and the Order of Release as he was the one responsible for the delay of transmitting said bailbonds to the prejudice of the complaining witness in these cases.

In the event that he will fail to fulfill his promise, kindly inform the undersigned so that necessary actions be taken to clear my name of all these stupidities and shenanigans.

Upon receipt of this letter, Judge Arceo issued an order directing Judge Danan and Mr. Crisanto Susi, clerk of court of Branch 1 of the MTC of Guagua, Pampanga, to appear before his court on 17 February 1994 to explain why the bail bond of Dapitan could not be transmitted to the court and for Mr. Mangalindan to affirm under oath the contents of his letter of 8 February 1994. Unfortunately, none of them appeared on the said date.

However, on 21 February 1994, Mangalindan appeared before Judge Arceo and answered some questions propounded by the latter. The proceeding was recorded and the transcripts of the stenographic notes thereof are attached to the letter of Judge Arceo of 21 February 1994 to Executive Judge Teodoro A. Bay.[3]

Mangalindan disclosed to Judge Arceo that he received neither the bail bond posted by Dapitan nor the order for her release issued by Judge Danan; upon inquiry, Judge Danan told him that it was Crisanto Susi who caused the preparation of the bail bond; he saw the release order signed by Judge Danan on 20 December 1993[4] only on 9 February 1994, a day after he received Judge Arceo's order of 2 February 1994 and after he confronted Susi; and when he (Mangalindan) asked Susi for the bail bond, the latter told him that "he was still in the process of procuring" it. Thus:

Q [Judge Arceo]

Did you not ask Mr. Susi for a copy of the bail bond on that particular date when you asked for a copy of the Order of Release?

A Yes, sir, I did.

Q What did he tell you?

A He told me that he was still in the process of procuring the bail bond for Remedios Dapitan, sir.

Q Would you please tell me again when was that date that Mr. Susi told you that he was in the process of procuring the bail bond for Remedios Dapitan?

A On February 9, one (1) day after I received the Order, sir.

Q From that date to the present, were you able to see a bail bond of Remedios Dapitan?

A No sir.[5]

Judge Arceo thereupon issued an order declaring Mangalindan's letter as an administrative matter since the latter wished to bring to the attention of the court "some irregularities committed in the issuance of the bail bond of accused Remedios Dapitan in Criminal Cases numbered 6949, 6950 and 6951" and then formally referred it to Executive Judge Teodoro A. Bay for appropriate action[6] in a letter dated 21 February 1994,[7] wherein after narrating the above incidents, Judge Arceo stated:

This Court cannot help but observe the following:

(a) Accused was confined at the Provincial Jail of Pampanga which is just a few distance away from the Hall of Justice of Pampanga where eight (8) RTC's are sitting. Why and how did accused happen to file her bail bond in Guagua, Pampanga?

(b) Why is there an Order of Release signed by the judge and no bail bond can be produced?

(c) Judge Conrado T. Danan is the Presiding Judge of Branch 2. Why is it that Jesus F. Mangalindan, the Branch Clerk of the said Court does not know anything about the bail bond of the accused in this case?

(d) Has it become a practice among some Judges to issue an Order of Release without a bail bond and without the accused being presented to him as provided by the rules?

Today, Mr. Mangalindan appeared before this Court pursuant to the Order dated February 21, 1994 and answered some questions by the Presiding Judge of this Court; the transcript of stenographic notes of the questions and answers taken of Mr. Jesus F. Mangalindan is hereto attached and forms an integral part of this referral.

Certainly, there are some matters that need to be cleared out in this incident for the better administration of justice.

FOR YOUR INFORMATION AND INSTRUCTION.

In a 1st Indorsement dated 22 February 1994,[8] Judge Bay forwarded the letter of Judge Arceo to the Office of the Court Administrator recommending that the Executive Judge of the RTC in Guagua, Pampanga, be directed to conduct an investigation on the matter since he (Judge Bay) had no administrative supervision over Judge Danan.

In the resolution of 23 May 1994, this Court required Judge Danan and Branch Clerk of Court Susi to file their comment on the letter of Mangalindan dated 8 February 1994.

In his comment dated 16 June 1994,[9] Judge Danan averred that since it was sufficient in form and substance, he approved on 20 December 1993 the bail bond posted by a solvent surety company which was brought to him, together with the accused Dapitan, by Susi; that he issued the order of release and instructed Susi to deliver the approved bail bond and order to Mangalindan for disposition and forwarding to the proper Regional Trial Court; that he approved the bail bond in good faith and in the spirit of Christmas and because of the momentary absence of the presiding judge of Branch 1 of the MTC of Guagua, Pampanga; that he learned later on about the loss of the record together with the approved bail bond, which was, however, replaced in due time with another approved bail bond filed with Branch 43 of the RTC in San Fernando, Pampanga; and that he merely extended a helping hand to the needy Remedios M. Dapitan in the spirit of Christmas. Attached to Judge Danan's comment is the affidavit of Susi[10] whose substance is expressed in his separate comment.

In his comment of 3 August 1994,[11] respondent Susi states that on 20 December 1993, while he was in the office, Dapitan, together with her husband and a jail escort, came to see the presiding judge of Branch 1 of the MTC of Guagua, Pampanga, to request the approval of her bail bond issued by a surety firm stationed at Guagua, Pampanga; since the presiding judge was out for lunch, he (Susi) brought Dapitan, her husband, and the jail escort to the office of Judge Conrado T. Danan of Branch 2 to request the latter to approve the bail bond; Judge Danan approved the bond and instructed him (Susi) to deliver the record of the approved bail bond to Mangalindan, Branch Clerk of Court of Branch 2, for the latter to forward the same to the proper court; since Mangalindan was not around at that time, he opted to entrust the record to Dapitan for immediate personal delivery to the proper court as she was the interested party; and he learned later that the record together with the approved bail bond was lost, but it was replaced in due time with another approved bail bond which was filed with Branch 43 of the RTC at San Fernando, Pampanga.

He further claims that he merely extended a helping hand to Dapitan in the spirit of Christmas. Attached to his comment are the joint affidavit of Remedios Dapitan and her husband Bromeo Dapitan[12] and a photocopy of the alleged bail bond No. 14492 issued by Oriental Assurance Corporation, signed by one Luz N. Cotoco, its alleged SVP/General Manager, on 16 February 1994 in Pasig, Metro Manila,[13] and purportedly approved by Judge Danan. The date of the approval was not indicated on the bail bond.

Issues having been joined, the parties were required to inform the Court if they desired to submit the case on the basis of the pleadings filed. In their separate manifestations, the parties agreed that this case should be decided on the basis of the pleadings.

In its Evaluation, Report, and Recommendation, the Office of the Court Administrator (OCA) makes the following evaluation:

Section 14, Rule 114 of the Rules of Court provides that "bail in the amount fixed may be filed with the Court where the case is pending, or in the absence or unavailability of the Judge thereof, with another branch of the same court within the province or city. If the accused is arrested in a province, city or municipality other than where the case is pending, bail may be filed also with any regional trial court of said place, or, if no judge thereof is available, with any metropolitan trial judge, municipal trial judge or municipal circuit trial judge therein".

In the affidavit of the accused Remedios Dapitan, submitted as one of the annexes in the present administrative case, she alleges that she was arrested and was detained at the Provincial Jail of San Fernando, Pampanga. However, she was allowed to be escorted to secure a bailbond from a bonding company holding office in Guagua, Pampanga. Therefore, she should have filed the bond in RTC, San Fernando, Pampanga, where the case is pending. Granting that the bonding company holds office in Guagua, Pampanga, she could still file the bond in RTC, San Fernando since Guagua is just a nearby town of San Fernando, just fifteen to twenty minutes travel time separating the two towns. Granting further that the accused wants her immediate release from the

custody of the law, the bond should have been filed in RTC, Guagua, Pampanga. It could be mentioned that there are five (5) RTC Branches in Guagua and it is unlikely to believe that all the five (5) RTC Judges were absent during the time the accused filed her bail. Section 16 of Rule 114 further provides that "whenever bail is filed other than where the case is pending, the judge accepting the bail shall forward the bail, the order of release and other supporting papers to the court where the case is pending, x x x."

The respondent Judge should not have accepted the bailbond posted by the accused. The abovementioned provisions of law are too elementary for the respondent Judge not to have been so properly guided. Moreover, having been officially and specifically directed by the respondent Judge, Branch Clerk of Court Susi should not have entrusted Court orders and documents to the accused for transmittal in RTC, San Fernando, Pampanga, not to mention that his actuations are contrary to the abovementioned provision of law. Their desire to help the accused and the spirit of Christmas are not justifications to defy legal procedures.

The OCA then recommends that respondents Judge Conrado T. Danan and Crisanto M. Susi be fined P10,000.00 and P5,000.00, respectively, with a stern warning that a repetition of the same or similar acts will be dealt with more severely.

The evaluation of the OCA is correct. But this case goes farther than a mere violation of Section 14, Rule 114 of the Rules of Court. The OCA failed to see the more serious misdeeds of the respondents which warrant the imposition of the penalty of dismissal from the service.

This Court has every reason to believe that no bail bond was, in fact, presented to respondent Judge Danan on 20 December 1993 and that he merely signed the order of release which respondent Susi prepared and presented for his signature. In the first place, when Mangalindan asked Susi on 9 February 1994, a day after the former received the order of Judge Arceo of 2 February 1994, for a copy of the bail bond, Susi told Mangalindan that "he was still in the process of procuring" it.[14] This simply means that no bail bond had earlier been obtained. In the second place, the order of release itself does not specifically mention the name of the bonding company which issued the bond; it only speaks of "a solvent bonding company." If, indeed, a bail bond was shown to either Susi or to the respondent judge, then simple diligence dictated that, for easy reference and determination of liability, the name of the bonding company be mentioned in the order.

Finally, a copy of the bail bond attached to Susi's comment[15] clearly shows that it was acknowledged in Pasig, Metro Manila, by one Luz N. Cotoco, SVP/General Manager of Oriental Assurance Corporation, on 16 February 1994 or nearly two months after the respondent judge issued the order of release. This bond is fatally defective because it has no photograph of the accused and no affidavit of justification that the surety has no pending obligation demandable and outstanding in any amount to the Government or any of its agencies as of the last day of the month preceding the date the bond was issued, and is not accompanied by a clearance from this Court and a current certificate of authority issued by the Insurance Commission.[16]

The claim that accused Dapitan lost the bail bond which was supposedly approved by the respondent judge on 20 December 1993 is incredible and clearly contrived. If that were true, the respondents could have easily procured from the bonding company or from the notary public a certified true copy thereof. The former was expected to keep a copy thereof, while the latter is required to keep a correct copy of every contract acknowledged before him.[17]

Nor is the Court persuaded by the insinuation that it became necessary to submit the bail bond for approval to a judge of a Municipal Trial Court in Guagua, Pampanga, because it was issued by a bonding company holding office there. The bail bond of the Oriental Assurance Corporation acknowledged on 16 February 1994 contains the following note at its right bottom corner:

NOTE: Please address all orders, notices to

Mezzanine San Fernando Rural Bank Bldg.

San Fernando, Pampanga,

Tel. No. 61-55-37[18]

thereby clearly showing that it has a branch office or agent in San Fernando, Pampanga. If the respondents had in mind another bonding company with a branch office or agent in Guagua, Pampanga, then, to be fair to this Court, they should have mentioned its name in their comments. They chose not to, which bolsters the conclusion that the only bail bond which Dapitan ever had was the above-mentioned Oriental Assurance bond acknowledged in Pasig, Metro Manila, on 16 February 1994.

Even assuming for the sake of argument that under the first paragraph of Section 14, Rule 114 of the Rules of Court, Branch 2 of the MTC of Guagua, Pampanga, could act on a bail bond for accused Dapitan, the respondent judge could not validly order her release without the submission of a valid bail bond. In thus ordering the release of Dapitan without the requisite bail bond, the respondent judge violated the law and committed grave misconduct.

The irregularity was compounded by his reckless granting of the order of release despite his full awareness that it was not the MTC of Guagua, Pampanga, which could properly act on a bail bond of the accused. Even if the MTC could so act, prudence dictated that since Dapitan first approached Branch 1 and that its clerk of court Susi even prepared the order, the respondent judge should have required the accused and Susi to wait for the presiding judge of Branch 1 who was merely out for lunch. If Dapitan could even leave the Provincial Jail in San Fernando allegedly to secure a bail bond in Guagua, then to wait for a few minutes for the presiding judge of Branch 1 to finish his lunch would not be an undue imposition upon her.

Further aggravating the irregularity was the respondent judge's gross negligence in entrusting to Susi, who was not the clerk of court of his court, the custody of the alleged bail bond (if one, indeed, was presented) and the original copy of his order of release. There is no showing that at that time Mangalindan, the clerk of court of Branch 2, was absent. Therefore, if the respondent judge was in his office when he approved the bail bond and issued the order of release, then he could have immediately turned over these documents to Mangalindan. That he did not do so merely confirms that he did not approve the bail bond and issue the order of release in his office.

In the per curiam decision of 9 August 1993 in Administrative Matter No. MTJ-91-530,[19] this Court had sentenced herein respondent judge to pay a fine of P5,000.00 for grave abuse of authority in the performance of his functions and warned him "that a repetition of the same act or a commission of similar acts would be dealt with more severely." He has not heeded the warning; on the contrary, he committed worse irregularities and misdeeds, thereby deliberately ignoring the solemn injunctions in the Canons of Judicial Ethics that he should administer his office with due regard to the integrity of the system of the law itself, remembering that he is not a depositary of arbitrary power, but a judge who should administer justice according to law and should deal with the patronage of the position as a public trust.[20] He ignored the mandate of the Code of Judicial Conduct that he should behave at all times as to promote public confidence in the integrity and impartiality of the judiciary and that he should be faithful to the law and maintain professional competence.[21] The public-trust character of his office imposes upon him the highest degree of responsibility and efficiency.[22] He has thus failed in his solemn duty to be the visible representation of the law and justice.

Respondent Crisanto Susi committed grave misconduct, neglect of duty, and conduct prejudicial to the best interest of the service. There is no doubt at all that he scandalously went out of his way -- for reasons only known

to him -- to effect, in connivance with the respondent judge, the improper, if not illegal, release of Dapitan from her confinement at the Provincial Jail. He was the one who prepared the order of release for the respondent judge's signature on the basis of a non-existing bail bond, and expecting that the presiding judge of his Branch (Branch 1) of the MTC of Guagua, Pampanga, would not tolerate any irregularity, Susi deliberately bypassed the latter and sought the cooperation of the respondent judge.

That Susi's presiding judge was momentarily out for lunch provided no excuse for his recourse to the respondent judge. The presiding judge was expected to return to his office, and must have, in fact, done so since in their comments the respondents did not at all allege that the presiding judge never returned to his office after lunch.

Moreover, if Susi were not inspired by any improper motive, he should have simply referred Dapitan to complainant Mangalindan, the clerk of court of Branch 2 of the MTC, so that the latter could examine the bail bond and its supporting documents. Susi knew or ought to have known that in accepting a surety bond a clerk of court should see to it that the following requisites are complied with: (a) photographs of the accused, (b) affidavit of justification, (c) clearance from this Court, (d) certificate of compliance with Circular No. 66 [19 September 1966] of the Insurance Commissioner, (e) authority of the agent, and (f) current certificate of authority issued by the Insurance Commissioner with a financial statement showing the maximum underwriting capacity of the surety company.[23]

Assuming that the respondent judge ordered Susi to submit to Mangalindan the bail bond and the order of release so that the latter could have in due course forwarded these to Branch 43 of the RTC at San Fernando, Pampanga, Susi should not have entrusted these to Dapitan. If Mangalindan was not yet in his office, Susi could have waited for him or returned to the respondent judge to inform him of this fact. Entrusting them to the accused was the height of recklessness, imprudence, and irresponsibility. He forgot that the nature of his work and of his office mandates that he be an individual of competence, honesty, and integrity and that in relation to the judge, he occupies a position of confidence which should not be betrayed.[24] He was remiss in his fidelity to the public-trust character of his office.

WHEREFORE, respondent Judge Conrado T. Danan, Presiding Judge, Branch 2, of the Municipal Trial Court of Guagua, Pampanga, and respondent Crisanto M. Susi, Branch Clerk of Court, Branch 1 of the said court, are hereby ordered **DISMISSED** from the service with forfeiture of all benefits and with prejudice to re--employment in any branch, instrumentality or agency of the government, including government-owned and controlled corporations. Their dismissal shall take effect immediately upon receipt of a copy of this decision which must be personally served by the Office of the Court Administrator.

SO ORDERED.

Narvasa, C.J., Feliciano, Padilla, Regalado, Davide, Jr., Romero, Melo, Quiason, Puno, Vitug, Kapunan, Mendoza, and Francisco, JJ., concur.
Bellosillo, J., on official leave.

[1] First three paragraphs of the letter of Judge Hermin E. Arceo to Executive Judge Teodoro A. Bay, dated 21 February 1994; Rollo, 4-5.

[2] Rollo, 15-16.

[3] Rollo, 6-14.

[4] Rollo, 14.

[5] Id., 11-12 (emphasis supplied).

[6] Rollo, 3.

[7] Id., 4-5.

[8] Id., 1.

[9] Rollo, 22-23.

[10] Id., 24.

[11] Id., 45-46.

[12] Rollo, 48.

[13] Id., 49.

[14] TSN, 21 February 1994, 6-7; Rollo, 11-12.

[15] Rollo, 49.

[16] Manual for Clerks of Court, 104-105, citing Department of Justice Circulars No. 79 [2 August 1967], No. 68 [10 October 1972], and No. 122 [10 October 1966], and Section 187 of P.D. No. 612 (Insurance Code).

[17] Section 246, Revised Administrative Code.

[18] Rollo, 49.

[19] Entitled, "Trinidad Sunglao vda. de Coronel vs. Hon. Conrado T. Danan, et al."

[20] Canons 18 and 31, Canons of Judicial Ethics.

[21] Canon 2, Code of Judicial Conduct.

[22] Section 1, Article X, 1987 Constitution; Bentulan vs. Dumatol, 233 SCRA 168 [1994].

[23] Manual for Clerks of Courts, 104-105.

[24] Manual for Clerks of Courts, 3.

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