

**OFFICE OF THE COURT ADMINISTRATOR, COMPLAINANT, VS.
NANCY G. BUCOY, STENOGRAPHIC REPORTER III, REGIONAL TRIAL
COURT, BRANCH 142, MAKATI, METRO MANILA, RESPONDENT.**

A.M. No. P-93-953. August 25, 1994

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PER CURIAM:

Respondent Nancy G. Bucoy is a Stenographic Reporter of the Regional Trial Court of Makati, Branch 142, presided by Judge Salvador de Guzman. She is administratively charged herein for acts constituting gross misconduct in connection with her participation in the procurement of an injunction bond in connection with Civil Case No. 90-659 pending before the same court.

It appears that on March 8, 1990, an action for sum of money with prayer for preliminary injunction entitled "Alexander Van Twest vs. Gloria Anacleto," docketed as Civil Case No. 90-659, was filed and raffled to Branch 142 of the Regional Trial Court of Makati where respondent is the stenographic reporter. The prayer for the issuance of a writ of preliminary injunction was granted on March 28, 1990, by presiding Judge Salvador P. de Guzman "on the condition that within five (5) working days from today, the plaintiff shall post a bond in the sum of One Million (P1,000,000.00) Pesos" (Rollo, p. 29). Respondent volunteered to complainant's counsel that she had a friend at Domestic Insurance Co. who would be willing to issue a P1,000,000.00 injunction bond against a 3% premium or P30,000.00. Van Twest, plaintiff in said civil case, then issued Bank of the Philippine Islands check for P30,000.00 dated March 30, 1990, payable to "cash" and transmitted the check to respondent through his secretary Remia V. Sali. Respondent encashed the subject check but was not able to procure the bond allegedly because Van Twest failed to submit the documentary requirements of the bonding company. Thus, Van Twest's counsel filed a motion for extension of time to file an injunction bond.

Meanwhile, Van Twest was able to procure a surety bond, SB No. 00646 dated April 20, 1990 in the sum of P1,000,000.00, from First Integrated Bonding & Insurance Co. Inc., through the help of another counsel. In view of this development, respondent upon demand returned the balance of the money intended for the premium of the bond to Van Twest through the latter's secretary, after deducting expenses therefrom.

Later, the subject check found its way to the National Bureau of Investigation, having been referred by a "concerned citizen" who claimed that the proceeds of the check represented the consideration given to Judge Salvador de Guzman for favorable action in Civil Case No. 90-659. The NBI investigation however, yielded no evidence to hold Judge de Guzman liable criminally or administratively but recommended the filing of administrative charges against herein respondent. Hence, the present complaint.

In her Comment, respondent emphasized the fact that the check issued was intended as payment of the premium for the issuance of the injunction bond. Respondent explained that although she already encashed the check on April 2, 1990, the bond was not issued because Van Twest failed to submit the documentary requirements of the bonding company, such as the Income Tax Return, Alien Certificate of Registration, Certificate of Time Deposit, etc., thus necessitating the filing of two motions for extension of time to file an injunction bond. However, the

transaction with Domestic Insurance never materialized because Van Twest employed another counsel who secured the injunction bond from another company, the First Integrated Bonding and Insurance Co.

Another defense interposed by respondent is the return of the proceeds of the check less expenses, to Van Twest's secretary. She presented the following liquidation of the proceeds:

P15,065 - Amount given to Atty. Ambrosio (Collaborating counsel of Atty. Jimenez)

P 6,000 - Cancellation fee paid to employee of Domestic Insurance Co., by the name of Pat Pelayo

P 1,162 - Cost of Transcript of Stenographic Notes due from Plaintiff

P 1,273 - Taxi fares, photocopying and other miscellaneous expenses

P 6,500 - Balance given to Remia V. Sali (Van Twest's secretary)

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P30,000

Further, respondent insisted that her participation in the transaction was very minimal to wit:

"4.4. All the undersigned did was merely to refer plaintiff's Atty. Ernesto Perez to Domestic Insurance Corporation and later, when plaintiff's BPI check for P30,000.00 was left at her table, she encashed the same during her lunch break after which Pat Pelayo of Domestic Insurance Corporation came over and picked up the P30,000.00. The papers were picked up by plaintiff's Secretary, Mrs. Remia V. Sali after which the undersigned had no more knowledge of the matter until Mrs. Sali asked for the return of the money on the ground that Atty. Rodolfo Jimenez had already taken a bond from First Integrated Bonding & Insurance Co." (Rollo, p. 202).

After respondent filed her Comment on the complaint, this case was referred to the Executive Judge of the Regional Trial Court of Makati for investigation, report and recommendation.

The complaint at hand being administrative in nature, the quantum of proof necessary for a finding of guilt is only substantial evidence, defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion (Tolentino vs. Court of Appeals, 150 SCRA 26 [1987]; Biak-na-Bato Mining Co. vs. Tanco, Jr., 193 SCRA 323 [1991]).

Evidence submitted to this Court for consideration reveals that respondent admits her participation in the procurement of an injunction bond in favor of Van Twest. Not only does she acknowledge the fact that she "referred" complainant's counsel to Domestic Insurance, respondent likewise admits that she personally encashed the check issued and sent by Van Twest to her for the payment of the premium of the injunction bond and disbursed the proceeds thereof as shown by the liquidation aforementioned. Apparently, respondent had no qualms admitting the acts complained of.

In making a determination of whether or not these acts amount to an administrative violation, the ethical standards by which the conduct of court personnel are gauged should be considered. At first glance, it is readily apparent that respondent exceeded the functions of her office as a court stenographer when she personally sought the acquisition of an injunction bond in favor of a party-litigant. Her position is essentially limited to the transcription of the records of the proceedings during a court session. It does not generally entail dealing in whatever capacity with party litigants, save in cases involving stenographic notes. By having a direct involvement in the procurement of the injunction bond in favor of Van Twest, an act obviously outside her official function, respondent transgressed the established norm of conduct prescribed for court employees, that is, to maintain a

hands-off attitude where dealings with party-litigants are concerned. On one hand, such attitude is necessary in order to maintain the integrity of the courts, and on the other, in order to free court personnel from suspicion of any misconduct. As held in the case of *Re Josefina V. Palon*, 213 SCRA 219 [1992], the conduct required of court personnel must be beyond reproach and must always be free from suspicion that may taint the Judiciary.

Whereas respondent maintains that she did not benefit from the transaction, the above liquidation of proceeds she presented indicates otherwise. Under the fourth item of the said liquidation, respondent charged Van Twest for "taxi fares, photocopying and other miscellaneous expenses," amounting to a substantial sum of P1,273.00. The sum being claimed by respondent is plainly inordinate, especially considering that she was supposedly rendering a mere "favor" to Van Twest. In addition, said expenses were not broken down into specific amounts per item. Respondent did not even bother to state what the "miscellaneous expenses" covered were. Respondent should have itemized her expenses and provided receipts therefor to establish the veracity of the stated amounts, thereby rendering her immune from suspicion of any expense-padding or fabrication. As it is however, there is nothing on record to show that respondent did not appropriate for her own benefit any portion of the amount she claimed from Van Twest as reimbursement. According to the Report submitted by the investigating Judge:

"No evidence was adduced to show that P15,065.00 (first item of liquidation) was actually given to Atty. Ambrosio. The cancellation fee of P6,000.00 (second item of liquidation) was also not proved. As a matter of fact, no one from Domestic Insurance Corporation was presented as a witness" (Rollo, p. 216).

Furthermore, that financial gain or at least the promise thereof was the primary motive for her involvement in the transaction became manifest in her statements to the investigating judge. In her letter to the investigating judge dated November 29, 1993, respondent implied that she was bound to get a commission as an "agent" from the insurance company if the transaction had pushed through, to wit:

"While bonding companies may charge as low as P10,000 for a bond of P1.0 Million, the actual premiums are much higher considering that payment shall be coursed thru a regional agent, a general agent, and an agent all of whom, are entitled to an over-riding commission each" (Rollo, p. 212).

The fact that respondent was in effect moonlighting as an "agent" for the insurance company was made more evident by her virtual and implicit admission before the investigating judge of her expectation of monetary gain, when she said "Kahit papaano kikita ako ryan" (Somehow, I would profit from that transaction), (Rollo, p. 216).

The aforementioned liquidation of proceeds likewise exposes respondent to another administrative violation by charging Van Twest the sum of P1,162.00 for 518 pages of stenographic notes. Considering that at the time the stenographic notes were taken in March of 1990, the legal fee then was only .20/120 words. The P5.00/250 words/page rate upon which respondent based her computation took effect only in November 1990. (Rule 141, Section 10, Rules of Court as amended). Obviously, respondent overcharged the litigant for the payment of the stenographic notes.

Surely, respondent's behavior is representative of the gross and serious misconduct penalized by the ultimate penalty of dismissal under Section 22 (c), Rule XIV of the Omnibus Rules Implementing Book IV of Executive Order No. 292 (Administrative Code of 1987). As defined in the case of *Amosco vs. Magro*, 73 SCRA 107 [1976], misconduct is a transgression of some established or definite rule of action, more particularly, unlawful behavior or gross negligence by the public officer. Her conduct is an example of the kind of gross and flaunting misconduct that so quickly and surely corrodes the respect for the courts without which the government cannot continue and that tears apart the bonds of our polity. (*Ompoc vs. Judge Torres*, 178 SCRA 14 [1989]).

The conduct and behavior of everyone connected with an office charged with the disposition of justice, like the courts below, from the presiding judge to the lowliest clerk, should be circumscribed with the heavy burden of

responsibility (Montemayor vs. Collado, 107 SCRA 258 [1981]; Garcia vs. Eullaran, 196 SCRA 1 [1991]). Court personnel should be reminded that they have no business getting personally involved in matters directly emanating from court proceedings, unless expressly so provided by law. The preservation and maintenance of the integrity of the judicial process is of paramount importance. They should at all times be aware that they are accountable to the people and as such, they must serve with utmost responsibility, integrity, loyalty and efficiency, act with patriotism and justice and lead modest lives (Lim Arce vs. Arce, 205 SCRA 21 [1992]).

Under the circumstances, respondent failed to live up to these high ethical standards. By committing the questioned acts, respondent undermined the integrity of the service and jeopardized the public's faith in the impartiality of the courts. In this case, respondent was inspired by an opportunity for financial gain, without even considering whether the same was proper vis-a-vis her standing as an employee in the very court where the case of the party-litigant involved is being tried.

Respondent's materialistic orientation and seeming obsession over money, not to mention her blatant disregard for ethical rules, amounts to gross or serious misconduct prejudicial to the best interest of the service. Respondent obviously lacks moral integrity required of court employees. Her actuations in the premises destroy the very image of the Judiciary and shall not be countenanced by this Court.

WHEREFORE, respondent NANCY G. BUCOY is hereby DISMISSED from the service, with cancellation of civil service eligibility, forfeiture of leave and retirement credits, and with prejudice to reinstatement or reappointment to any public office including government-owned or controlled corporations.

SO ORDERED.

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

Cruz, J., on official leave.

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