

**PAG-IBIG FUND, REPRESENTED BY MARIETTA B. BRITANICO,
COMPLAINANT, VS. MANUEL L. ARIMADO, SHERIFF IV, REGIONAL
TRIAL COURT, BRANCH 4, LEGAZPI CITY, RESPONDENT.**

A.M. No. P-06-2197 (FORMERLY A.M. NO. OCA I.P.I. 05-2254-P). October 11, 2007

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PER CURIAM:

Marietta B. Britanico, Regional Manager of Home Development Mutual Fund (PAG-IBIG) in Legazpi City, charged Manuel L. Arimado, Sheriff IV of Branch 4, Regional Trial Court (RTC), Legazpi City (respondent), in a July 29, 2005 Affidavit-Complaint,[1] with “misfeasance and malicious nonfeasance in office.”[2]

Gathered from the rollo are the following facts which spawned the filing of the present administrative complaint:

PAG-IBIG caused the extrajudicial foreclosure of real estate mortgage on the property of one Venus Rosauro. The property was sold at public auction by respondent on January 14, 2000 to the highest bidder, one Fidel See (See), who paid the bid price of P272,000.00.[3] Respondent received the said amount on even date for which he issued a receipt,[4] and deposited it with the Office of the Clerk of Court. He subsequently withdrew the amount, however, upon the representation that he would deliver it to PAG-IBIG.[5]

Respondent did not remit the amount to PAG-IBIG, however.

As the period for redemption of the mortgage lapsed without the mortgagor exercising the right of redemption, See sought to possess the property by filing a complaint for specific performance with damages against PAG-IBIG and respondent.

During the pendency of the complaint for specific performance or on October 15, 2001, See, PAG-IBIG, and respondent forged a Compromise Agreement[6] the pertinent portions of which read:

- Respondent Manuel L. Arimado[,] due to urgent financial need[,] acknowledged that he personally used the money paid to him by plaintiffs which represents the bid price of the above mentioned [sic] property subject of the foreclosure sale. The bid price should have been delivered/paid by Respondent Arimado to Home Development Mutual Fund (PAG-IBIG) as payment and in satisfaction of its mortgage claim.
- Respondent Manuel L. Arimado obligates himself to pay in cash to his co-defendant Home Development Mutual Fund (PAG-IBIG) the amount of P272,000.00 representing full payment of its claim on or before October 31, 2001 in order that the title to the property shall be released by PAG-IBIG to plaintiffs. An additional amount of P28,000.00 shall likewise be paid by defendant Arimado to the plaintiffs as reimbursement for litigation expenses.[7] (Emphasis and underscoring supplied)

By Decision of October 31, 2001, the RTC, Branch 3, Legazpi City approved the Compromise Agreement.[8]

It appears that respondent welched on his obligation under the Compromise Agreement; hence, the present administrative complaint.

In his September 9, 2005 Comment[9] on the Complaint, respondent averred that after the auction sale of the

property, he prepared the Certificate of Sale and tried to deliver the P272,000.00 bid price to PAG-IBIG, but it “was not accepted for no apparent reason,” prompting him to deposit the same with the Office of the Clerk of Court, RTC, Legazpi City.

Respondent further averred that “when [his] request for financial assistance[10] was denied after [he] was assured that it would be granted[,] and after [his] wife had already accumulated hospital expenses, [he] was forced to utilize the amount [to pay the hospital] expenses.”[11] Respondent added that he was aware that he was in a “delicate situation,” but he had no recourse but to save his ailing wife’s life.[12]

Respondent furthermore averred that his request to pay the amount on installment was approved by the PAG-IBIG Regional Office, but when he was tendering the first payment, it was rejected.

The parties having been given the opportunity to be heard, the Office of the Court Administrator (OCA), after evaluating the case,[13] recommended that respondent be dismissed from the service for dishonesty with forfeiture of all benefits, except accrued leaves, and with perpetual disqualification for reemployment in the government service including government owned and controlled corporations.[14]

The recommendation of the OCA is well-taken.

Admittedly, respondent misappropriated the money entrusted to him by reason of his office. Such act degrades public confidence and casts distrust in an institution which guards society against criminality and impropriety in the public service. His willingness to pay the misappropriated amount neither exonerates him nor mitigates his liability.

The conduct, as well as behavior, of every officer or employee connected with an office charged with the dispensation of justice is circumscribed with a heavy burden of responsibility. His conduct, at all times, must not only be characterized by propriety and decorum but, above all else, must be above suspicion.[15]

This is not the first time that respondent was administratively faulted. On three occasions,[16] he was suspended from the service for misconduct in office.

Respondent’s incorrigible character reflects not only a high degree of impropriety and unprofessionalism but offends the constitutional tenet of a public office being a public trust. His obstinacy in being bound by the ethical standards which public officers and employees must uphold evinces his unfitness to continue his service any longer, not only in the judiciary which expects no less than the highest ethical standards from its employees, but also in other branches of the government including government-owned or controlled corporations.

Under Section 52(A)(1) of the Uniform Rules on Administrative Cases in the Civil Service, dishonesty, which is classified as a grave offense, is penalized by dismissal, even for first-time offenders. Section 58(a) of the same Rules provides that the penalty of dismissal shall carry with it the “cancellation of eligibility, forfeiture of retirement benefits, and the perpetual disqualification for reemployment in the government service, unless otherwise provided in the decision.”

WHEREFORE, respondent MANUEL L. ARIMADO, Sheriff IV, Regional Trial Court, Branch 4, Legazpi City, is DISMISSED from the service for DISHONESTY, with forfeiture of all benefits, except accrued leave credits, and with prejudice to reemployment in the government service including government owned and controlled corporations.

SO ORDERED.

Puno, C.J., Ynares-Santiago, Sandoval-Gutierrez, Carpio, Austria-Martinez, Corona, Carpio-Morales, Azcuna, Tinga, Chico-Nazario, Garcia, Velasco, Jr., Nachura, and Reyes, JJ., concur.
Quisumbing, J., on leave.

[1] Rollo, pp. 1-2.

[2] Id. at 2.

[3] Id. at 1 and 5.

[4] Id. at 7.

[5] Id. at 9.

[6] Id. at 11-12.

[7] Ibid.

[8] Id. at 13-16.

[9] Id. at 18-19.

[10] From whom, respondent did not specify.

[11] Rollo, p. 18.

[12] Ibid.

[13] Id. at 25-26.

[14] Id. at 26.

[15] Sy v. Academia, A.M. No. P-87-72 and A.M. No. P-90-481, July 3, 1991, 198 SCRA 705, 717-718; Santuyo v. Benito, A.M. No. P-05-1997, August 3, 2006, 497 SCRA 461, 468.

[16] In Macinas v. Arimado (A.M. No. P-04-1869, September 30, 2005, 471 SCRA 162), respondent was suspended by this Court for one (1) month and one (1) day for simple misconduct for having asked for and received from the complainant therein the amount of P10,000.00 on the assurance that he would secure her bail bonds in the criminal cases pending against her. In Letter of Atty. Socorro M. Villamer-Basilla, Clerk of Court V, RTC, Br. 4, Legazpi City, (A.M. No. P-06-2128, February 16, 2006, 482 SCRA 455), respondent was also suspended for one (1) month for simple misconduct in office for receiving an amount from the plaintiffs in a civil case for expenses to be incurred in the execution of a writ of preliminary attachment, without making an estimate thereof and securing prior approval of the court issuing the writ. And in Martillano v. Arimado, (A.M. No. P-06-2134, August 9, 2006, 498 SCRA 240), respondent was suspended without pay for two (2) months for simple misconduct for having received from the complainant therein the amount of P2,500.00 upon his representation that he would assist him in settling a criminal complaint filed against the complainant.

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