

**CORAZON IMPERIAL, COMPLAINANT, VS. JESUS B. BASILLA,
SHERIFF IV, REGIONAL TRIAL COURT, OFFICE OF THE CLERK OF
COURT, LEGASPI CITY, RESPONDENT.**

A.M. No. P-04-1852. July 30, 2004

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

The instant administrative complaint is one for dishonesty and misrepresentation and conduct unbecoming a court employee against Jesus B. Basilla, Sheriff IV, Regional Trial Court, Office of the Clerk of Court, Legaspi City, relative to Civil Case No. 9087[1] for foreclosure of real estate mortgage, payment of interest and damages.

In her sworn complaint[2] dated September 2, 2003, Corazon Imperial averred that she was the plaintiff in the aforesaid case and that the trial court rendered judgment in her favor on November 23, 1995.[3] On December 20, 2002, the respondent sheriff called her and directed her to come to his house at the Our Lady's Village, Legaspi City, to receive the amount of P178,000 representing the trial court's monetary award in her favor, and P20,000 as attorney's fees. She went there as requested and met Sheriff Geminiano Aringo, Jr. The respondent told her that he would pay the obligation on behalf of his brother-in-law, Atty. Romulo Ricafort, the lawyer of the defendant Pia Miranda Vda. De Mercado. The respondent then tendered the amount of P50,000, and asked the complainant to sign an acknowledgment receipt[4] indicating that she received the total amount of P178,000. The complainant alleged that she was obligated to sign the receipt, as the respondent promised that he would pay the balance on January 2003. However, the respondent only paid an additional amount of P15,000, and, thereafter, failed and refused to pay the balance of P133,000. Thus, she was constrained to ask the court for assistance, and the presiding judge issued an alias writ of execution in her favor.

According to the complainant, the respondent's actuations, in connivance with those of Atty. Ricafort, delayed the satisfaction of the writ of execution issued in her favor. She then prayed that the respondent sheriff be dismissed from the service.

The respondent denied the material allegations of the complaint. He averred that his only participation with respect to the writ of execution issued by the court in Civil Case No. 9087 was to help out his brother-in-law, Atty. Romulo Ricafort, to settle the obligation with the complainant. He further explained that there was already a previous arrangement between the complainant and Atty. Ricafort when the latter called on him to help satisfy the obligation. The respondent narrated that when the complainant came to him twice to ask for money, in October and November 2002, he told the complainant to come back in December as he still did not have any money to give her. As promised, he gave the complainant P50,000 on December 20, 2002 in the presence of Sheriff Aringo, for the account of Atty. Ricafort.

The respondent also averred that the preparation of the acknowledgment receipt was the complainant's idea, and that their arrangement was that future payments would be recorded in the receipt itself or in a separate sheet of paper, until such time that the total amount shall have been collected. Finally, the respondent clarified that he in

no way connived with Atty. Ricafort, as he merely helped the latter in fulfilling his obligation. He did not resort to machinations of any sort, since everything was previously arranged between the complainant and Atty. Ricafort. He also claimed that “all the transactions were above board,” to which the complainant readily consented. In fact, he lost P70,000 with no clear hope that the said amount would be returned to him. The respondent further averred that since the complainant has availed of the remedy of pursuing the writ of execution, their arrangement has been abrogated.

The Office of the Court Administrator made the following observations in its Report dated May 7, 2004:

The facts of the case states (sic) that complainant entered into an agreement with respondent and his brother-in-law as a fraught attempt to recover the debt since the latter could not meet his obligation. Respondent wants us to believe that complainant was aware that payment will be made in installment. If this is so, the agreement clearly contravenes the Rules of Court which provides that when the judgment is for money, the executing sheriff or officer shall demand from the judgment obligor the immediate payment of the full amount stated in the writ of execution. The amount to be demanded and paid shall also include all lawful fees (Section 9, Rule 39 of the Rules of Court). In this case, when respondent obligated himself to settle the obligation on behalf of his brother-in-law, he contributed to the delay of the execution when he paid the obligation in installment and without defining the specific dates of payment to the disadvantage of the judgment creditor. ...[5]

It was then recommended that the case be re-docketed as a regular administrative matter, and that the respondent be reprimanded for failing to comply with the strict and rigorous standards required of all public officers.

We agree.

By the very nature of his duties, a sheriff performs a very sensitive function in the dispensation of justice.[6] He is duty-bound to know the basic rules relative to the implementation of writs of execution, and should at all times show a high degree of professionalism, in the performance of his duties.[7] The sheriff is the front-line representative of the justice system in this country, and if he loses the trust reposed in him, he inevitably diminishes, likewise, the faith of the people in the judiciary.[8]

As an officer of the court, the respondent ought to have known that while his act of coming to the aid of a distressed relative is admirable, he should not have done so at the expense of the legal processes. When such aid frustrates and betrays the public trust in the judicial system, it cannot and should not remain unchecked – the interests of the individual must give way to the accommodation to the public.[9] Indeed, it cannot be overstressed that the image of a court of justice is mirrored in the conduct, official and otherwise, of the personnel who work there, from the judge to the lowest employee.[10] The Court will not tolerate or condone any conduct of judicial agents or employees which tend to or actually diminish the faith of the people in the judiciary.[11]

WHEREFORE, respondent Sheriff Jesus B. Basilla is hereby REPRIMANDED to be more circumspect in his dealings with the public and is STERNLY WARNED that a repetition of the same or similar act shall be dealt with more severely.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, Tinga, and Chico-Nazario, JJ., concur.

[1] Entitled “Corazon Imperial v. Pia Miranda Vda. De Mercado.”

[2] Rollo, p. 1.

[3] Annex “B.”

[4] Annex “C.”

[5] Report, pp. 4-5.

[6] Espina v. Gato, 401 SCRA 40 (2003).

[7] Ma. Corazon M. Andal v. Nicolas A. Tonga, A.M. No. P-02-1581, October 28, 2003.

[8] Camsa v. Rendon, 400 SCRA 1 (2003).

[9] Mutia-Hagad v. Denila, 341 SCRA 682 (2000).

[10] Judge Lydia Q. Layosa v. Tonette M. Salamanca, etc., A.M. No. P-03-1702, July 29, 2003.

[11] Philippine Bank of Communications v. Torio, 284 SCRA 67 (1998).

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