VICTOR D. RICAFORT, COMPLAINANT, VS. JUDGE ROGELIO C. GONZALES, RESPONDENT.

A.M. No. RTJ-03-1798 (Formerly OCA-IPI No. 03-1713-RTJ). September 07, 2004

Ponente: TINGA, J.

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TINGA, J.:

Before us is a complaint against Judge Rogelio Gonzales of the Regional Trial Court (RTC), Branch 49, Guagua, Pampanga, for Gross Ignorance of the Law, Rendering an Unjust Judgment, and Abuse of Discretion.

Complainant Victor Ricafort, as guardian ad litem of Marianito L. Ricafort, brought an action for ejectment against Alma Morales before the Municipal Trial Court (MTC) of Sta. Rita, Pampanga. On October 22, 2001, MTC Judge Cleofe Cambas decided the case in favor of the plaintiff, herein complainant. Defendant was ordered to vacate the subject property and to pay damages equivalent to the fair rental value of the land, beginning November, 2000 until plaintiff recovers possession thereof. The MTC fixed the rent at P500.00.[1]

On November 8, 2001, defendant appealed the decision to the RTC of Guagua, Pampanga and the case was raffled to respondent's sala.

On November 22, 2001, plaintiff filed a motion for clarification/amendment/partial reconsideration seeking clarification of the dispositive portion of the MTC decision. The RTC remanded the case records to the MTC for resolution of the motion. On April 22, 2002, the MTC issued an order, explaining that the rental amount is P500.00 per month and directing defendant to deliver to plaintiff the Original Certificate of Title to the subject land for registration of the same in Marianito L. Ricafort's name.[2]

On June 25, 2002, respondent judge resolved defendant's appeal by affirming the decision of the MTC.[3] Defendant appealed the decision to the Court of Appeals.[4]

On July 18, 2002, complainant filed before the RTC a motion for execution pending appeal, alleging that defendant failed to file sufficient supersedeas bond and to make a rental deposit for a certain month. Respondent judge granted the motion in an order dated August 29, 2002. The following day, a writ of execution was issued.[5] The writ was only partially executed. Per the Sheriff's Return of January 23, 2002,[6] plaintiff was placed in possession of the subject land on January 21, 2003, but defendant failed to pay the monthly rental in arrears despite several demands. Defendant also vigorously denied that she was in possession of the title to the land and, hence, failed to deliver said title.[7]

Defendant moved for reconsideration of the order of August 29, 2002, but her motion was denied on November 11, 2002.[8]

While the motion for reconsideration of the August 29, 2002 order was pending, defendant Morales filed a motion to withdraw supersedeas bond and periodic deposits with the RTC.[9] Defendant reasoned out that the purpose for which the supersedeas bond and deposit were made no longer existed since the court had granted complainant's motion for execution pending appeal. Complainant opposed the motion and argued that the supersedeas bond is

made to secure and guarantee the rental in arrears due to plaintiff, whose property was used by defendant.

On December 26, 2002, respondent judge granted defendant's motion to withdraw supersedeas bond.[10] Citing Section 19, Rule 70 of the Rules of Civil Procedure,[11] respondent judge declared that the purpose of the supersedeas bond is to stay execution. Because defendant failed to make the proper deposit on time, the court granted plaintiff's motion for execution pending appeal. When plaintiff moved to execute the judgment pending appeal and the court granted the same, the reason for the supersedeas bond and rental deposits no longer existed as plaintiff was placed in possession of the subject land. The second paragraph of Section 19, Rule 70 even allows withdrawal of the supersedeas bond and periodic deposits even before final disposition of the case in the absence of reasonable grounds of opposition or for justifiable reasons.[12]

On January 13, 2003, complainant filed a motion for reconsideration of the order of December 26, 2002 granting the motion to withdraw bond and deposit. Complainant averred that as a result of the order releasing the supersedeas bond, complainant was unable to collect the monetary judgment.[13] On the same day, January 13, 2003, defendant was able to withdraw the rental deposits, evidenced by a receipt issued by the Office of the Clerk of Court, RTC of Guagua, Pampanga, and bearing defendant's signature.[14] It is unclear from the records whether defendant was able to withdraw the supersedeas bond, as no similar receipt is in the records.

On February 12, 2003, respondent judge denied the motion for reconsideration of the order of December 26, 2002 for lack of merit.[15] Respondent judge reasoned that since defendant failed to pay the rental deposit, he ordered issuance of the writ of execution pending appeal. He allowed withdrawal of the bond and the rentals since the supersedeas bond merely ensured that defendant stays on the property while the appeal is pending. Respondent judge maintained that the bond does not guarantee the money judgment as argued by complainant, and the latter cannot yet collect the money judgment on the basis of the writ of execution pending appeal.

On May 6, 2003, respondent judge retired upon reaching the compulsory retirement age.

Complainant now alleges that respondent judge exhibited gross ignorance of the law and committed grave abuse of discretion when he allowed defendant to withdraw the supersedeas bond and rental deposits since, contrary to respondent's suppositions, these are put up to guarantee the payment to the plaintiff in the ejectment case of the unpaid rentals of the property. Respondent is said to have acted with partiality in favor of defendant by allowing the latter to enrich herself at the expense of complainant. Grave abuse of discretion is also alleged to have been committed by allowing the withdrawal even though the order granting the withdrawal had not yet attained finality.[16]

In his Comment, respondent judge denies the allegations in the complaint. He reasons out that there was legal basis for granting defendant's motion to withdraw supersedeas bond. He reiterates that the "purpose of the supersedeas bond and rental deposits is to ensure that defendant remains in possession of the property during the pendency of the appeal," and "is not meant to guarantee the satisfaction of the money judgment" since the case is still on appeal.[17] When he ordered execution of the decision pending appeal, by placing complainant in possession of the property and in effect ejecting defendant from the property, the purpose for which the supersedeas bond and rentals were imposed no longer existed and there arose a justifiable reason under Section 19, Rule 70 for the withdrawal of the bond and rentals. Respondent judge also denies complainant's accusations of partiality since the execution of the decision pending appeal even worked to favor complainant. He cannot allegedly be faulted for the release of the rentals even before the order authorizing it had become final, since the bond and periodical rentals were not deposited with his court. The bond was deposited with the MTC while the rentals were deposited with the Office of the Clerk of Court. The records only showed the release of the rentals and not the bond, and the same was done by the Office of the Clerk of Court. Respondent judge is of the view that

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complainant failed to distinguish between a writ of execution pending appeal and writ of execution of a final and executory judgment, since complainant keeps on harping that because he ordered the withdrawal of the bond and deposit, complainant had been unable to obtain satisfaction of the money judgment. In addition, respondent judge believes that complainant filed the complaint against him with knowledge that he was about to retire, and for the purpose of derailing his retirement and preventing him from receiving his retirement benefits.[18]

In his Reply, complainant reiterates his allegations in the complaint that Section 19, Rule 70 is explicit that the supersedeas bond and the amount deposited should remain with the court until final disposition of the appeal. Since the appeal in this case had not yet been resolved, the amount deposited with the court should remain with the court, there being no justifiable reason for its withdrawal, he adds.[19]

The administrative matter was referred to the Office of the Court Administrator (OCA) for evaluation. In its Report[20] dated July 8, 2003, the OCA recommends that respondent judge be fined P5,000.00 for Ignorance of the Law, to be deducted from his retirement benefits. The OCA agrees with complainant that respondent judge should not have allowed the withdrawal of the supersedeas bond and rental deposits. These should remain with the court as security for the accrued pecuniary liability of the defendant to the plaintiff. The supersedeas bond and monthly deposits are primarily designed to ensure that the plaintiff would be paid back the rentals or compensation for the use and occupation of the premises should the lower court's decision in his favor be affirmed on appeal. The withdrawal of the same by defendant is prejudicial to the plaintiff, as the latter might not be able to recover the rentals when the judgment in his favor becomes final and executory. His claim for rentals would then be rendered illusory and ineffectual. Citing Gov. Mahid M. Mutilan v. Judge Santos B. Adiong,[21] the Court Administrator recommends that respondent be found guilty of Ignorance of the Law.

We affirm the findings and recommendation of the OCA.

The general rule in ejectment proceedings is that the decision in favor of the plaintiff is immediately executory. The plaintiff is entitled to reacquire possession of the subject property after the trial court rules in his favor, in order to prevent further damage to him arising from the loss of possession of the property in question.[22] To stay the immediate execution of the judgment while the appeal is pending, the following requisites must concur:[23] (1) the defendant perfects his appeal; (2) he files a supersedeas bond; and (3) he periodically deposits the rentals which have become due during the pendency of the appeal.[24] The failure of the defendant to comply with any of these conditions is a ground for the outright execution of the judgment.[25]

In the case at bar, defendant was able to appeal the MTC decision, file a supersedeas bond and deposit the monthly rentals. However, the execution of the MTC decision was not stayed. The RTC correctly granted the plaintiff's motion for execution pending appeal since it appeared that defendant filed an insufficient bond and failed to regularly deposit the monthly rental. The question now is whether the defendant is allowed to withdraw the amounts filed as supersedeas bond and periodic rental deposits when pending appeal the judgment was executed and plaintiff placed in possession of the property.

The supersedeas bond secures the payment of the rents and damages adjudged in the appealed judgment. It answers only for rentals as fixed in the judgment and not for those that may accrue during the pendency of the appeal, which are, in turn, guaranteed by the periodical deposits to be made by the defendant.[26] The supersedeas bond and the monthly deposits are primarily designed to ensure that the plaintiff would be paid the back rentals or the compensation for the use and occupation of the premises, should the inferior court's decision in his favor be affirmed on appeal. Hence, if no bond was filed or no monthly deposit was made, the plaintiff is entitled to the possession of the premises. To allow the defendant in an ejectment case to continue his possession without any security for the rentals would be prejudicial to the plaintiff. He might not be able to recover the back

rentals when the judgment in his favor becomes final and executory. In that event, his claim for rentals would be illusory and ineffectual.[27]

Even if the defendant had appealed and filed a supersedeas bond but failed to pay the accruing rentals, the appellate court could, upon motion of the plaintiff with notice to the defendant and proof of such failure, order the immediate execution of the appealed decision without prejudice to the appeal taking its course.[28] Such deposit, like the supersedeas bond, is a mandatory requirement; hence, if it is not complied with, execution will issue as a matter of right.[29]

The assailed MTC decision includes a judgment for damages or back rents beginning November, 2000. Under the Rules, this is secured by the supersedeas bond filed by the plaintiff. While the appeal was pending, defendant had been in possession of the subject property from the rendition of the appealed decision on October 22, 2001 until January 21, 2003, when possession thereof was delivered to the plaintiff per order of the RTC. Defendant is required to deposit with the court the monthly deposits corresponding to the period. The amounts so deposited as bond and the rentals periodically paid thereafter should be maintained until the final determination of the appeal. This holds true even if execution pending appeal was earlier ordered due to the insufficiency of the bond and defendant's default in the payment of a monthly rental. Defendant is not entitled to withdrawal of the deposits already made and the cancellation of the supersedeas bond, as the plaintiff would lose the chance to collect the rents that had accrued prior to execution.

True, under Section 19, Rule 70 of the 1997 Rules of Civil Procedure, the RTC, as the appellate court may order the withdrawal of the deposits made to it "in the absence of reasonable grounds of opposition" or "for justifiable reasons" supporting the withdrawal. However, the fact is complainant had spiritedly opposed the motion to withdraw and even filed a motion for reconsideration of the order authorizing the withdrawal. Additionally, the supervening execution pending appeal could not justify the withdrawal. Precisely, the periodic deposit of future rentals is required to ensure the payment of rentals accruing after judgment of the inferior court and until final judgment on appeal.[30] Clearly, the withdrawal ordered by respondent judge is incongruent with the philosophy underlying the supersedeas bond and monthly deposit requirements. Significantly, respondent judge ordered the withdrawal of the deposits made with the MTC when his authority under Section 19, Rule 70 applies to deposits made with his court, of course on the assumption that the exercise thereof is based on justifiable reasons.

As an advocate of justice and a visible representation of the law, a judge is expected to be proficient in the interpretation of our laws. When the law is so elementary, not to know it constitutes gross ignorance of the law.[31] It is clear then that it was error for respondent judge to grant defendant's motion to withdraw supersedeas bond and rental deposits. Respondent judge incorrectly believed that the bond and the rentals do not guarantee the money judgment. His failure to comprehend the basic purpose of the bond and the rentals constitutes gross ignorance of the law, for which he may be held administratively liable.

Under Section 8 of A.M. No. 01-8-10-SC, amending Rule 140 of the Rules of Court on the Discipline of Justices and Judges, which took effect on October 1, 2001, gross ignorance of the law is classified as a serious charge which carries with it a penalty of either dismissal from service, suspension, or a fine of more than P20,000.00 but not exceeding P40,000.00. However, since it has not been established that the infraction was impelled by malice or bad faith, and in the absence of a showing that respondent judge had earlier been found to have committed an administrative offense, it is just and reasonable to impose on him a fine of P5,000.00.[32]

As to the charges of rendering an unjust judgment and abuse of discretion, these should be dismissed. A judge will be held administratively liable for rendering an unjust judgment where he acts in bad faith, malice, revenge or some other similar motive.[33] Respondent judge was not shown to have been actuated by such motive in

allowing the withdrawal of the bond and rentals. In fact, he has shown that he acted out of an erroneous understanding of the law, albeit in good faith and in the sincere belief that he was right.

WHEREFORE, the Court finds respondent Judge Rogelio C. Gonzales administratively liable for gross ignorance of the law and imposes upon him a FINE of Five Thousand Pesos (P5,000.00), to be deducted from whatever retirement benefits he may be entitled to receive from the government.

SO ORDERED.

Puno, (Chairman), Callejo, Sr., and Chico-Nazario, JJ., concur.
Austria-Martinez, J., on official leave.

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[1] Rollo, pp.1-2.

[2]Id. at 3.

[3] Id.

[4] The records do not disclose when defendant filed her appeal to the Court of Appeals.

[5] Rollo, pp. 15-17.

[6] Id. at 18-19.

[7]Id. at 18.

[8] Vide.

[9]In the Order of December 26, 2002 (granting the withdrawal of the supersedeas bond and periodic deposit), it appears that defendant filed a supersedeas bond in the amount of P6,500.00 under O.R. No. 8804463 dated November 8, 2001, and periodic rental of P3,500.00 under O.R. No. 0436842 dated May 10, 2002, P500.00 under O.R. No. 0436849 dated June 10, 2002, and P1,000.00 under O.R. No. 0436851 dated August 8, 2002; Rollo, pp. 13-14.

[10] Rollo, pp. 13-14.

[11] Sec. 19. Immediate execution of judgment; how to stay same.—If judgment is rendered against the defendant, execution shall issue immediately upon motion, unless an appeal has been perfected and the defendant to stay execution files a sufficient supersedeas bond, approved by the Municipal Trial Court and executed in favor of the plaintiff to pay the rents, damages, and costs accruing down to the time of the judgment appealed from, and unless, during the pendency of the appeal, he deposits with the appellate court the amount of rent due from time to time under the contract, if any, as determined by the judgment of the Municipal Trial Court. In the absence of a contract, he shall deposit with the Regional Trial Court the reasonable value of the use and occupation of the premises for the preceding month or period at the rate determined by the judgment of the lower court on or before the tenth day of each succeeding month or period. The supersedeas bond shall be transmitted by the Municipal Trial Court, with the other papers, to the clerk of the Regional Trial court to which the action is appealed.

All amounts so paid to the appellate court shall be deposited with said court or authorized government depositary bank, and shall be held there until the final disposition of the appeal, unless the court, by agreement of the interested parties, or in the absence of reasonable grounds of opposition to a motion to withdraw, or for justifiable reasons, shall decree otherwise. Should the defendant fail to make the payments above prescribed from time to time during the pendency of the appeal, the appellate court, upon motion of the plaintiff, and upon proof of such

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failure, shall order the execution of the judgment appealed from with respect to the restoration of possession, but such execution shall not be a bar to the appeal taking its course until the final disposition thereof on the merits.

After the case is decided by the Regional Trial Court, any money paid to the court by the defendant for purposes of the stay of execution shall be disposed of in accordance with the provisions of the judgment of the Regional Trial Court. In any case wherein it appears that the defendant has been deprived of the lawful possession of land or building pending the appeal by virtue of the execution of the judgment of the Municipal Trial Court, damages for such deprivation of possession and restoration of possession may be allowed the defendant in the judgment of the Regional Trial Court disposing of the appeal.

[12] Rollo, pp. 13-14.

[13] Id. at 10.

[14] Rollo, p. 12.

[15] Id. at 10-11.

[16]Id. at 1-6.

[17] Id. at 22.

[18] Id. at 21-25.

[19]Id. at 28-29.

[20] Id. at 32-36.

[21] A.M. No. RTJ-00-1581, July 2, 2002, 383 SCRA 513, 519: “A judge should be faithful to the law and maintain professional competence. When a judge displays an utter lack of familiarity with the rules, he erodes the confidence of the public in the courts. A judge owes the public and the court the duty to be proficient in the law and is expected to keep abreast of laws and prevailing jurisprudence. Ignorance of the law by a judge can easily be the mainspring of injustice.”

[22] Hualam Construction and Development Corp. v. Court of Appeals, G.R. No. 85466, October 16, 1992, 214 SCRA 612, 626-627.

[23] San Pedro v. Court of Appeals, G.R. No. 114300, August 4, 1994, 235 SCRA 145, 148.

[24]First paragraph, Sec. 19, Rule 70; see note 6.

[25] Spouses Chua v. Court of Appeals, 350 Phil. 74, 83 (1998).

[26] Id. at 85; also De Laureano v. Adil, No. L-43345, July 29, 1976, 72 SCRA 148, 157.

[27] De Laureano v. Adil, supra at 161.

[28] Second paragraph, Sec. 19, Rule 70; see note 6.

[29]Id. See also San Pedro v. Court of Appeals, supra.

[30] 1 F. REGALADO, REMEDIAL LAW COMPENDIUM 797 7[th] ed. (1999).

[31] Espino v. Salubre, A.M. MTJ-00-1255, February 26, 2001, 352 SCRA 668, 675.

[32]Domingo v. Pagayatan, A.M. No. RTJ-03-1751, June 10, 2003, 403 SCRA 381, 388-389.

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[33] Almendra v. Asis, A. M. RTJ-00-1550, April 6, 2000, 330 SCRA 69, 77.

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