

BERNABE B. ALABASTRO, C O M P L A I N A N T, VS. SAMUEL D. MONCADA, SR., SHERIFF IV, REGIONAL TRIAL COURT, BRANCH 17, DAVAO CITY, R E S P O N D E N T.

A.M. No. P-04-1887 (Formerly OCA IPI No. 03-1645-P). December 16, 2004

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PER CURIAM:

This administrative matter stems from a complaint filed by Bernabe B. Alabastro charging Samuel D. Moncada, Sr., Sheriff IV, Regional Trial Court (RTC) of Davao City, Branch 17, with dishonesty.

Complainant Bernabe B. Alabastro was one of the defendants in Civil Case No. 18,841-87 for Delivery of Personal Property, Damages and Attorney's fees, entitled "Firmwood Development Corp. v. Ray U. Velasco, Joseymour R. Ecobiza, Wilhelm Barlis and Bernabe Alabastro," that was filed before Branch 17 of the RTC of Davao City. On 29 November 1988, the trial court issued an Order in Civil Case No. 18,841-87, the dispositive portion of which reads:

Judgment is hereby rendered in favor of plaintiff, Firmwood Development Corporation and Intervenors Sta. Clara Housing Industries, Inc., ordering defendants RAY U. VELASCO, JOSEYMOUR R. ECOBIZA, WILHELM BARLIS and BERNABE ALABASTRO, their agents, privy and/or representative, to immediately cause the release from their possession and custody all the eleven (11) crates of plywood, consisting of Seven Hundred Seventy (770) pieces to plaintiff, Firmwood Development Corporation, its agent and/or representative, or to intervenor Sta. Clara Housing Industries, Inc., its agent and/or representative, or in the alternative in case of loss, to pay its declared value in the amount of One Hundred Forty Thousand (P140,000.00) pesos.[1]

On 07 February 1989, the trial court issued another Order :

Defendants RAY U. VELASCO, JOSEYMOUR ECOBIZA, WILHELM BARLIS and BERNABE ALABASTRO, are moreover ordered to pay plaintiff the amount of P390.00 as filing fee; another amount of P390.00 as Judiciary Development Fund, P25.00 as sheriff's fee, and attorney's fees in the amount of P20,000.00 for plaintiff Firmwood Development and for Intervenor Sta. Clara Housing Industries, Inc., the amount of P30,000.00 as agreed upon, duly proved by Intervenor.[2]

Defendants appealed the two (2) orders to the Court of Appeals with the latter dismissing the appeal and affirming the aforequoted orders.

The case was elevated to this Court via petition for review on certiorari. On 31 March 2000, this Court rendered a decision, the dispositive portion of which reads:

WHEREFORE, the petition is DENIED. The decision of the Court of Appeals of 31 January 1995 affirming the orders of the trial court is AFFIRMED. Petitioners are directed to deliver the possession of the eleven (11) crates of plywood to private respondents, or in case of loss or inability to restore possession thereof as required, to pay private respondents the declared value thereof in the amount of P140,000.00, and to pay private respondent Firmwood Development Corporation (FIRMWOOD) attorney's fees of P20,000.00 plus

P805.00 for filing fee, Judiciary Development Fund and sheriff's fee, and also to respondent Sta. Clara Housing Industries, Inc., (STA. CLARA) attorney's fees of P30,000.00 as fixed by the trial court. Costs against petitioner.[3]

As a consequence, the trial court issued on 02 October 2000 a writ of execution[4] in Civil Case No. 18,841-87.

On 03 October 2000, respondent Samuel D. Moncada, Sr., Sheriff IV, assigned at RTC, Branch 17, implemented the said writ. Thereafter, he submitted to the Court a Sheriff's Return Service,[5] which in part states:

Respectfully returned to the Honorable Court, Regional Trial Court, 11[th] Judicial Region, Branch 17, Hall of Justice, Ecoland, Matina, Davao City, herewith original Writ of Execution dated October 2, 2000, issued in the above-entitled case, with the information that the undersigned prepared a letter of demand requesting the Manager of the Philippine National Bank, Davao City regarding the cash deposit of the defendant Alabastro who posted the counterbond as required under Section 5, Rule 60 of the Rules of Court, evidenced by PNB Savings Account No. 148042 and turned over to the undersigned.

That on October 3, 2000, the Manager of the Philippine National Bank, Davao City, turned over to the undersigned the sum of ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED FIVE (P190,805.00) PESOS, Philippine Currency classified as follows:

P140,000.00 - private respondent Firmwood Development Corporation and duly received by Mr. Rudyard Diploma as representative

20,000.00 - Attorney's fees

805.00 - Filing Fee, Judiciary Development Fund and Sheriff's fee

P20,805.00 - Total amount which (sic) also received by Mr. Rudyard Diploma as representative

P30,000.00 - Attorney's fees under check No.
Pay to Sta. Clara Housing Industries, Inc.

That the money judgment under Writ of Execution was duly satisfied.

Davao City, Philippines, October 3, 2000.

(SGD)SAMUEL D. MONCADA

Sheriff IV

On 30 October 2000, respondent filed a manifestation[6] stating, among other things, that the amount of One Hundred Ninety Thousand Eight Hundred Five Pesos (P190,805) was turned over to him by the Manager of the Philippine National Bank (PNB) of Davao City.

On 23 July 2001, complainant filed an Ex Parte Motion To Withdraw Bank Deposit,[7] praying that his passbook with the PNB under Account No. 148042 be returned to him, and that he be allowed to withdraw whatever remained in his bank account considering that the judgment rendered in said case had already been fully satisfied. On 24 June 2002, complainant filed an Ex Parte Motion To Resolve the Motion,[8] but the same remained unresolved.

On 24 September 2002, the trial court issued an order[9] directing the PNB Davao Branch to issue a new passbook for Account No. 148042 under the name of complainant Bernabe Alabastro, considering that his passbook has been missing and cannot be found/recovered despite efforts to locate the same.

On 30 October 2002, complainant filed an ex parte motion[10] to direct respondent sheriff to explain why he withdrew P265,805.00 from PNB Savings Account No. 148042, instead of only P190,805.00, for the satisfaction of the money judgment rendered in the said case. On 06 November 2002, the trial court issued an order[11] directing respondent sheriff to comment thereon.

On 11 November 2002, respondent sheriff submitted his explanation.[12] He denies withdrawing Two Hundred Sixty-Five Thousand Eight Hundred Five Pesos from complainant's account. He claims he withdrew only the amount of One Hundred Ninety Thousand Eight Hundred Five Pesos. He further requests that an order be issued to direct the PNB to bring the ledger of the bank to show that there was indeed a withdrawal of P75,000, an amount in excess of the money judgment.

On 20 December 2002, complainant filed a motion[13] praying that the appropriate action be taken on the dishonesty of respondent Samuel Moncada.

On 12 May 2003, Bernabe Alabastro filed a complaint[14] with the Office of the Court Administrator (OCA) charging respondent Samuel D. Moncada, Sr., with dishonesty. The complaint alleged, among other things, the following:

- Upon receipt of said order (Annex F), complainant went to PNB Davao Branch to verify the balance of his Savings Account No. 148042 (which was then changed to No. 385-586617-9 by the bank due to its computerization system), and he was shocked to find out that the amount actually withdrawn by the respondent from complainant's said Savings Account No. 148042 with PNB was P265,805.00 and NOT P190,805.00, which he FALSELY REPORTED TO THE Court (RTC 17), or with an excess in his withdrawal amounting to P75,000.00.

- On October 30, 2002 complainant filed an
EX PARTE

MOTION TO DIRECT DEPUTY SHERIFF SAMUEL MONCADA TO EXPLAIN WHY HE WITHDREW P265,805.00 FROM PNB SAVINGS ACCOUNT NO. 148042 OF ATTY. BERNABE B. ALABASTRO INSTEAD OF ONLY P190,805.00 FOR THE SATISFACTION OF THE JUDGMENT AND TO EXPLAIN WHERE THE DIFFERENCE OF P75,000.00 WENT

Duly furnished the respondent, praying that Deputy Sheriff Samuel Moncada be directed within five (5) days from receipt hereof to explain why he withdrew the sum of P265,805.00 from the Saving Account No. 148042 of Atty. Alabastro with PNB instead of only the sum of P190,805.00 for the satisfaction of the monetary judgment rendered in this case, and to explain where the difference of P75,000.00 went.

A Duplicate Original Copy of said EX PARTE MOTION TO DIRECT DEPUTY SHERIFF etc. is attached hereto as Annex "G."

- On November 6, 2002 the Court (RTC 17) issued an order directing the respondent to comment on the complainant's EX PARTE MOTION within ten (10) days from receipt of the order. A copy of the said Court order is attached hereto as Annex "H."

- On November 11, 2002 respondent submitted an EXPLANATION to the Court (RTC 17) wherein he further revealed his true color of being a dishonest sheriff. His blatant dishonesty is shown by his statements in his said EXPLANATION, which reads:

Frankly speaking, the total amount withdrawn from the Philippine National Bank, Davao Branch is ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED FIVE PESOS (P190,805.00) and not TWO HUNDRED SIXTY FIVE THOUSAND EIGHT HUNDRED FIVE PESOS (P265,805) Philippine Currency

with a difference of SEVENTY FIVE THOUSAND PESOS (P75,000.00) Philippine Currency.

A Certified True Xerox of respondent's above EXPLANATION is attached hereto as Annex "I."

- Because of respondent's blatant lies, complainant filed a MOTION FOR APPROPRIATE ACTION ON THE DISHONESTY OF SAMUEL MONCADA, SHERIFF IV OF THIS HONORABLE COURT, furnished the respondent a copy thereof and attaching thereto CERTIFIED TRUE XEROX of the following, to wit:

1) Manager's Check No. 623370 P dated October 3, 2000 pay to the order of Firmwood Development Corp. and/or Samuel Moncada as Sheriff IV of RTC Br. 17, D.C. amounting to P160,805.00. The Reverse Side thereof clearly shows the name and signatures of SAMUEL D. MONCADA and the amount of P160,805.00 paid to him is indicated by a computer print out.

2) Manager's Check No. 623371 P dated October 3, 2000 pay to the order of Sta. Clara Housing Industries, Inc. amounting to P30,000.00. The Reverse Side thereof shows the signature of Rudyard P. Diploma.

3) Manager's Check No. 623372 P dated October 3, 2000 pay to the order of Samuel B. Moncada, Sheriff IV (as Judiciary Development Fund) amounting to P75,000.00. The Reverse Side thereof "clearly" shows the name and signatures of SAMUEL D. MONCADA, Sheriff IV, RTC, Br. 17, D.C.I.D. #614-867 AND THE AMOUNT OF P75,000.00 PAID TO HIM IS INDICATED BY A COMPUTER PRINT OUT. The total amount of money he received, which is 235,805 (P160,805.00 + P75,000.00 = P235,805.00) is also shown.

The total amount of the above three checks is P265,805.00.

A copy of said MOTION FOR APPROPRIATE ACTION ON THE DISHONESTY OF SAMUEL MONCADA, SHERIFF IV OF THIS HONORABLE COURT is attached hereto as Annex "J" to form part hereof. (Underscoring supplied)

On 22 May 2003, Court Administrator Presbitero J. Velasco, Jr., required[15] respondent Moncada to submit his comment within ten (10) days from receipt thereof.

On 18 July 2003, respondent Moncada filed an Urgent Motion For Extension Of Time To File Comment[16] considering that he will still engage the services of a counsel, which was favorably acted upon by the Court Administrator.[17]

On 15 August 2003, respondent filed his Comment dated 05 August 2003 explaining how the writ of execution was implemented leading to the withdrawal of an amount in excess of the money judgment. It reads, in part:

That pursuant to the WRIT OF EXECUTION the undersigned respondent together with the representative of the plaintiffs namely: RUDYARD DIPLOMA went to the bank depository of the defendant the PHILIPPINE NATIONAL BANK and garnished the deposit of the defendant;

That on October 3, 2000, ATTY. NICOLAS A. ALINO, SENIOR ASST. VICE PRESIDENT issued a MEMORANDUM addressed to the NATIONAL VICE PRESIDENT AND MANAGER to issue three (3) MANAGER'S CHECKS broken down as follows:

A) MC NO. 623372 P dated October 3, 2000 Pay to the order of SAMUEL P. MONCADA, Sheriff IV as Judicial Development fund in the amount of SEVENTY FIVE THOUSAND (P75,000.00);

B) MC NO. 623370 P dated October 3, 2000 pay to the order of FIRMWOOD DEVELOPMENT CORPORATION and/or SAMUEL MONCADA as Sheriff IV of RTC Branch 17, Davao City in the amount of ONE HUNDRED SIXTY THOUSAND NINE HUNDRED FIVE (P160,905.00);

C) MC NO. 623371 P dated October 3, 2000 pay to the Order of Sta. Clara Housing Industries, Inc., in the amount of THIRTY THOUSAND (P30,000.00)

Total P265,805.00

That all the checks were encashed by herein respondent and the cash equivalent were given to the person of RUDYARD DIPLOMA as witnessed by the Manager of the PHILIPPINE NATIONAL BANK;

That on October 3, 2000 a receipt was issued by RUDYARD DIPLOMA that he received the amount of SEVENTY FIVE THOUSAND (P75,000.00) from the respondent; . . .

That on November 5, 2002 upon motion of the herein complainant ATTY. BERNABE B. ALABASTRO, the Honorable Presiding Judge of Branch 17, issued an Order requiring the herein respondent to submit a written explanation why he withdraw the amount (P265,805.00) instead of P190,000.00;

That in compliance with the explanation with the said Order of the Honorable Court he submitted a written explanation explaining that the total amount he gave to RUDYARD DIPLOMA is TWO HUNDRED SIXTY FIVE THOUSAND EIGHT HUNDRED FIVE (P265,805.00) PESOS, which include the amount of P75,000.00;

That in view of the demand made by the complainant ATTY. BERNABE B. ALABASTRO as to the excess amount of P75,000.00 wherein I was charge[d] of dishonesty, I seek the assistance of a lawyer to write a letter to MR. RUDYARD DIPLOMA demanding the return of the amount of P75,000.00 being an excess of the money judgment;

That due to the delay of RUDYARD DIPLOMA in giving the amount covered by my letter of December 28, 2002, thru my lawyer I again sent another letter dated January 07, 2003 demanding for the return of the amount of P75,000.00;

That aside from the written demands I made to RUDYARD DIPLOMA thru my lawyer for the return of the amount of P75,000.00 I made series of personal follow ups and on July 28, 2003, RUDYARD DIPLOMA returned the amount of P75,000.00 as evidenced by a receipt which is hereto attached and marked as Annex "4" forming an integral part hereof;

That upon receipt of the amount of P75,000.00, I immediately went to the Office of ATTY. BERNABE B. ALABASTRO at his office and delivered to him the amount of P75,000.00, but ATTY. BERNABE B. ALABASTRO refused to accept the amount;

That as a final plea for ATTY. BERNABE B. ALABASTRO to accept the amount of P75,000.00 on July 28, 2003, I brought along with me my children in his Office pleading that he accept the amount, but ATTY. BERNABE B. ALABASTRO for reasons only known to him did not accept the amount.[18]

On 12 August 2003, complainant filed his Reply[19] dated 08 August 2003 to respondent's comment. Complainant pointed out that respondent's intention to withdraw an amount greater than the money judgment is evidenced by respondent's notice of demand to the PNB, where he enjoined the immediate release of the amount of P280,000, including interest thereon from the time it was deposited in the bank. He further stressed that respondent's allegation in his comment is in conflict with his allegation in his manifestation previously submitted to the trial court. Respondent stated in his comment before the OCA that the amount he actually received was P265,805, while he previously manifested in the trial court that the Manager of PNB turned over only the amount of P190,805. Moreover he mentioned that the pretext of respondent that he gave the P75,000 excess to Rudyard Diploma does not inspire belief.

In his report dated 07 July 2004, Court Administrator Presbitero J. Velasco, Jr., recommended[20] the dismissal of respondent Moncada.

With factual basis, we find respondent guilty of dishonesty. Dishonesty is defined as intentionally making a false

statement in any material fact, or practicing or attempting to practice any deception or fraud in securing his examination, registration, appointment or registration.[21] In *Philippine Amusement and Gaming Corporation v. Rilloraza*,[22] dishonesty was understood to imply a “disposition to lie, cheat, deceive, or defraud; untrustworthiness; lack of integrity.”

Respondent to exculpate himself, interposed a litany of false and irrational defenses. In the Sheriff’s return of service[23] and explanation[24] which he filed in the lower court, he lied when he stated that the total amount turned over to him to satisfy the judgment was P190,805, when in fact the amount turned over was P265,805 as eventually admitted by him in his Comments dated 05 August 2003 which he filed with the OCA on 15 August 2003. It is worth noting that the admission was made only on 05 August 2003, while the writ was implemented on 03 October 2000. It is simply incredible that it took him almost two years to realize that the amount turned over to him by the PNB was P265,805, and not P190,805. This only betrays his professed ignorance of the total amount he recovered from the PNB.

Respondent’s contention that he is unaware that the amount turned over to him by PNB is P265,805 is starkly debunked by his notice of demand[25] dated 03 October 2000, addressed to the Manager of the PNB, Davao City, for the immediate release of P280,000. The notice of demand states:

TO: The Manager
Philippine National Bank
C.M. Recto Ave.
Davao City

G R E E T I N G S:

In compliance with the Writ of Execution dated October 2, 2000, issued in the above-entitled case, duplicate copy of Writ of Execution is hereto attached as Annex “A.” That the undersigned Sheriff IV hereby demands the immediate release upon receipt the amount of TWO HUNDRED EIGHTY THOUSAND PESOS (P280,000.00) PHILIPPINE CURRENCY, including interest thereon from the time when cash amount was deposited in your bank. That defendant Alabastro has posted a counter-bond as required under Section 5, Rule 60 of the Rules of Court, evidenced by PNB Savings Account No. 148042, attached herewith urgent motion for approval of bond; Order dated December 4, 1987; order dated February 7, 1989; order dated November 29, 1988 and Decision promulgated March 31, 2000 as annexes “B,” “C,” “D,” “E” and “F.”

Your compliance is hereby enjoined.

Davao City, Philippines, October 3, 2000.

(SGD)SAMUEL D. MONCADA

Sheriff IV

Indeed, two of the checks issued by PNB (Checks No. 623370 P and No. 623372 P) to satisfy the judgment were paid to the Order of respondent sheriff. PNB Check No. 623370 P, reads:

Pay to the order of Firmwood Development Corp. and/or

Samuel B. Moncada as Sheriff IV of RTC Br. 17, D.C. P160,805.00[26]

While PNB Check No. 623372 P recites:

Pay to the order of Samuel B. Moncada, Sheriff IV
(as Judiciary Development Fund) P75,000.00[27]

In order to further cover up his evil deed, respondent sheriff, in his comment dated 05 August 2003 filed before the OCA, submitted a receipt allegedly dated 03 October 2000 showing that Rudyard Diploma, a private party, received from him the amount of P75,000 for Judiciary Development Fund. This is another clear case of fabrication.

The amount is clearly intended for the Judiciary Development Fund. It is then a source of no little wonder why he would have the same received by a private party. What had Diploma, a private individual, got to do with the fund of the Judiciary? Respondent has been an officer and accountable officer of the court for quite some time and thus, is presumed to have imbibed at least the fundamental rules and principles in the matter of handling and disposition of financial transactions. Yet, he conveniently overlooked to exercise due care in this aspect. To enshroud further his atrocity, he submitted a copy of a letter[28] dated 28 December 2002, demanding from Rudyard Diploma the return of P75,000, followed by another letter[29] dated 07 January 2003, and a receipt[30] dated 28 July 2003, making it appear that Rudyard Diploma returned the amount of P75,000 to him. In view of the heretofore cited instances of prevarications, we consider these pieces of evidence as self-serving and mere afterthoughts clearly intended to suit his own self-interest.

Respondent Moncada's further postulation[31] that he should not be charged with dishonesty for the excess amount of P75,000, because the determination of the exact amount due under the writ is a judicial function, is off the line. The Court did not impose an excess amount. Verily, the Court specified the exact amount and it was respondent who deliberately and wrongfully demanded an amount more than what was judicially decreed.

Respondent Moncada has completely ignored the sphere and extent of his essential duties, responsibilities and functions as a sheriff.

It is undisputable that the most difficult phase of any proceeding is the execution of judgment.[32] The officer charged with this delicate task is the sheriff.[33] The sheriff, as an officer of the court upon whom the execution of a final judgment depends, must necessarily be circumspect and proper in his behavior. Execution is the fruit and end of the suit and is the life of the law.[34] And considering the ministerial nature of his duty in enforcing writs, what is incumbent upon a sheriff is to ensure that only that portion of a decision ordained or decreed in the dispositive portion should be the subject of execution. No more, no less.[35] It is the duty of the respondent, as an officer of the court, to know that the computation of the amount due must be stated in the writ of execution.[36] He is to execute the directives of the court therein strictly in accordance with the letter thereof and without any deviation therefrom.[37] In the case at bar, respondent Moncada departed from the directive of the court by withdrawing an amount bigger than that stated in the judgment and writ of execution.

Verily, sheriffs play an important role in the administration of justice. They form an integral part thereof because they are called upon to serve court writs, execute all processes, and carry into effect the orders of the court with due care and utmost diligence.[38] Persons involved in the administration of justice, ought to live up to the strictest standard of honesty and integrity in the public service.[39] As such officer whose duties form an integral part of the administration of justice, a sheriff and his deputies may be properly dismissed, fined or suspended from office by this tribunal, in the exercise of administrative supervision over the judicial branch of the government, for actions committed in violation of the Rules of Court which impedes and detracts from a fair and just administration of justice.[40]

As agents of the law, high standards are expected of sheriffs.[41] As explained in *Bernabe v. Eguia*,[42] citing *Vda. De Abellera v. Dalisay*: [43]

At the grassroots of our judicial machinery, sheriffs and their deputy sheriffs are indispensably in close contact with the litigants, hence, their conduct should be geared towards maintaining the prestige and integrity of the

court, for the image of a court of justice is necessarily mirrored in the conduct, official or otherwise, of the men and women who work thereat from the judge to the least and lowest of its personnel; hence, it becomes the imperative sacred duty of each and everyone in the court to maintain its good name and standing as temple of justice.

Time and again, we have said that we condemn and would never countenance any conduct, act or omission on the part of all those involved in the administration of justice which would violate the norm of public accountability and would diminish or even just tend to diminish the faith of the people in the judiciary.[44]

As an officer of the court, a sheriff is duty-bound to use reasonable skill and diligence in the performance of his duties, and conduct himself with propriety and decorum and act above suspicion. Respondent Moncada fell short of his duty. For his misconduct as discussed above, respondent Moncada exposed himself and his office to suspicion. He failed to live up to the strictest standards of honesty and integrity in the public service. Worse still, he eroded the faith of the public in the judiciary. Thus, he must be punished with maximum severity because all involved in the dispensation of justice must live up to the strictest standard of honesty and integrity in the public service.[45]

Dishonesty is considered as a grave offense punishable by dismissal for the first offense under Section 23, Rule XIV of the Omnibus Rules Implementing Book V of Executive Order No. 292 and Other Pertinent Civil Service Laws.

In meting the penalty of dismissal, we find pertinent to state here that dishonesty, in order to warrant dismissal, need not even be committed in the course of the performance of duty by the person charged. The rationale for the rule is that if a government officer or employee is dishonest or guilty of oppression or grave misconduct, even if said defects of character are not connected with his office, they affect his right to continue in office. The Government cannot tolerate in its service a dishonest official, even if he performs his duties correctly and well, because by reason of his government position, he is given more and ample opportunity to commit acts of dishonesty against his fellow men, even against offices and entities of the government other than the office where he is employed; and by reason of his office, he enjoys and possesses a certain influence and power which renders the victim of his grave misconduct, oppression and dishonesty less disposed and prepared to resist and to counteract his evil acts and actuations. The private life of an employee cannot be segregated from his public life. Dishonesty inevitably reflects on the fitness of the officer or employee to continue in office and the discipline and morale of the service.[46] Consequently, we find the penalty of dismissal even more proper in the case of respondent Moncada who committed the offense while in the performance of his function.

WHEREFORE, respondent Samuel Moncada, Sr., is found guilty of dishonesty in the discharge of his office. He is hereby **DISMISSED** from the service with forfeiture of retirement benefits, except the value of his accrued leaves, and with prejudice to re-employment in any branch or instrumentalities of the Government including government-owned and controlled corporations.

SO ORDERED.

Davide, Jr., CJ., Puno, Panganiban, Quisumbing, Ynares-Santiago, Sandoval-Gutierrez, Carpio, Austria-Martinez, Carpio-Morales, Azcuna, Tinga, Chico-Nazario, and Garcia, JJ., concur.
Corona, and Callejo, Sr., JJ., on leave.

[1] Rollo, p. 8.

[2] Rollo, pp. 8-9.

- [3] Rollo, p. 9.
- [4] Rollo, pp. 8-9.
- [5] Rollo, p. 10.
- [6] Rollo, p. 11.
- [7] Rollo, p. 13.
- [8] Rollo, p. 15.
- [9] Rollo, p.17.
- [10] Rollo, pp. 18-20.
- [11] Rollo, p. 21.
- [12] Rollo, pp. 22-24.
- [13] Rollo, pp. 25-26.
- [14] Rollo, pp. 1-7.
- [15] Rollo, p. 30.
- [16] Rollo, pp. 31-32.
- [17] Rollo, p. 35.
- [18] Rollo, pp. 37-38.
- [19] Rollo, pp. 64-67.
- [20] Rollo, pp. 74-79.
- [21] Abelardo V. Sevilla v. Lorma F. Gocon, G.R. No. 148445, 16 February 2004, citing Aquino v. The General Mgr. of GSIS, 130 Phil 488 (1968).
- [22] 412 Phil 114, 133 (2001).
- [23] Rollo, p. 10.
- [24] Rollo, pp. 22-24.
- [25] Rollo, p. 59.
- [26] Rollo, p. 27.
- [27] Rollo, p. 27.
- [28] Rollo, p. 42.
- [29] Rollo, p. 43.
- [30] Rollo, p. 44.
- [31] Rollo, p. 39, Comment of respondent.
- [32] Moya v. Bassig, A.M. No. 2796-P, 07 August 1985, 138 SCRA 49, 52.

- [33] Florentino A. Caja v. Atilano Nanquil, Sheriff IV, Regional Trial Court, Branch 72, Olongapo City, 13 September 2004.
- [34] Hernandez v. Borja, A.M. No. P-95-1120, 07 March 1995, 242 SCRA 162; Office of the Court Administrator v. Fuentes, A.M. No. RTJ-94-1270, 23 August 1995, 247 SCRA 506.
- [35] Bagano v. Paninsoro, A.M. No. P-94-1086, 14 July 1995, 246 SCRA 146, citing Cunanan v. Cruz, A.M. No. R-89-P, 24 November 1989, 167 SCRA 674.
- [36] Ibid.
- [37] Villareal v. Rarama, A.M. No. P-94-1108, 23 August 1995, 247 SCRA 493.
- [38] Wenceslao v. Madrazo, A.M. No. P-92-768, 28 August 1995, 247 SCRA 696.
- [39] De Guzman v. Ong, G.R. No. 117213, 04 March 1999, 304 SCRA 206.
- [40] Bernabe v. Eguia, A.M. No. P-03-1742, 18 September 2003, 411 SCRA 259, 269, citing V.C. Ponce Co., v. Eduarte, A.M. No. RTJ-99-1495, 18 October 2000, 343 SCRA 445.
- [41] National Bureau of Investigation v. Tuliao, A.M. No. P-96-1184, 24 March 1997, 270 SCRA 351.
- [42] A.M. No. P-03-1742, 18 September 2003, 411 SCRA 259.
- [43] A.M. No. P-87-100, 12 February 1997, 268 SCRA 64.
- [44] Concerned Citizens of San Francisco, Surigao Del Norte v. Hon. Judge Juanillo M. Pullos, Esmeralda L. Angob, Rosario B. Gasulas and Almeda B. Payusan, A.M. No. MTJ-03-1507, 20 January 2004, 420 SCRA 138.
- [45] Nicol v. Blanca, A.M. No. P-99-1290, 19 May 1999, 307 SCRA 241, 251; Gacho v. Fuentes, Jr., A.M. No. P-98-1265, 29 June 1998, 291 SCRA 474; Solidbank Corporation v. Capoon, Jr., A.M. No. P-98-1266, 15 April 1998, 289 SCRA 9; Angeles v. Gernale, Jr., A.M. No. P-96-1221, 19 June 1997, 274 SCRA 10; Sy v. Yerro, A.M. No. CA-94-7-P, 08 February 1996, 253 SCRA 340; Lacuata v. Bautista, A.M. No. P-94-1005, 12 August 1994, 235 SCRA 290.
- [46] Remolona v. Civil Service Commission, G.R. No. 137473, 02 August 2001, 362 SCRA 304, 313, citing Nerra v. Garcia, et al., 106 Phil 1031 (1960).

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