

**CENTRUM AGRI-BUSINESS REALTY CORPORATION REPRESENTED
BY ENRIQUE S. CHUA, COMPLAINANT, VS. JUDGE BETHEL
KATALBAS- MOSCARDON, REGIONAL TRIAL COURT OF BACOLOD
(BRANCH 52), RESPONDENT.**

A.M. No. RTJ-92-880. August 11, 1995

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PER CURIAM:

The complaint in this case, dated July 13, 1992, was filed by Centrum Agri-Business Realty Corporation (Centrum) against respondent Judge Bethel Katalbas--Moscardon of the Regional Trial Court (RTC) of Bacolod City (Branch 52), charging her with (1) corrupt acts and practices, gross dishonesty, serious misconduct or conduct highly prejudicial to the best interest of the service, dereliction of duty, (2) knowingly rendering an unjust interlocutory order, and (3) gross ignorance of the law. The charges are in relation to her decision in a case appealed to her court. (Civil Case No. 6921, "Centrum-Agri Business Realty Corporation v. Young Auto Supply, et al.")

I

BACKGROUND OF THE PRESENT CASE

The case originated in a complaint filed by Centrum with the Municipal Trial Court in Cities (MTCC) of Bacolod City (Branch 1) for the ejectment of Young Auto Supply, Inc., Kwong Sing Loong Auto Supply Co., Four Aces Motor Sales, Diesel Center, Inc., Negros International Parts and/or Carlos King Seng, Union Commercial and/or Ernesto C. Tong, and John Doe and/or Dynawil Carinderia from the JVLS Building at the corner of Lacson and Rizal Streets in Bacolod City. It appears that Centrum bought the building but the tenants refused to pay rent despite notice to them that Centrum had acquired the building. These tenants sued the JVLS Co., Inc. to enforce an alleged right of first option to buy the property against Centrum. (Civil Case No. 4495)

On January 2, 1992, the MTCC in a 69-page decision[1] ordered:

1. The defendants or any person/persons acting in their behalf or predecessors-in-interest to vacate the leased premises particularly the JVLS Building, situated at Lacson Street, and to return the possession of the same to the plaintiff;
2. The defendants to pay the plaintiff the accrued rentals covering the period from August 1, 1987 to December 31, 1991, a total of fifty-three (53) months, payable by defendants hereunder individually enumerated with their corresponding obligation:

1.

Young Auto Supply, Inc.

-

P1,507,817.25

2.

Kwong Sing Loong Auto Supply Co.

-

P1,434,227.50

3.

Union Commercial

-

P 907,347.50

4.

Four Aces Motor Sales

-

P1,264,575.00

5.

Diesel Center, Inc.

-

P1,228,106.25

6.

Negros International Auto Parts

-

P1,447,327.50

3. The defendants to pay the plaintiff 18% interest per annum on the accrued rentals to start from the filing of the complaint, June 2, 1988 to December 31, 1991, enumerated as follows:

1.

Young Auto Supply, Inc.

-

P259,414.48

2.

Kwong Sing Loong Auto Supply Co.

-

P256,931.89

3.

Union Commercial

-

P153,093.49

4.

Four Aces Motor Sales

-

P230,798.78

5.

Diesel Center, Inc.

-

P213,191.16

6.

Negros International Auto Parts

-

P252,517.39

and to pay the rent for the succeeding months until the premises is vacated or surrendered to the plaintiff;

4. To pay the costs of the suit:

On January 3, 1992, the tenants gave notice that they were appealing from the decision of the MTCC. At the same time they filed a petition for certiorari and prohibition (Civil Case No. 6834) to enjoin execution of the decision.

The petition for certiorari was raffled to Judge Renato E. Abastillas, Branch 50 of the RTC, while the appeal in the ejectment case (Civil Case No. 6921) went to respondent judge of Branch 52. There Centrum moved for the execution of the decision of the MTCC alleging the tenants' (hereafter called defendant-appellants) failure to deposit monthly the rentals due under the appealed decision. But Centrum's motion was denied by respondent judge in her order dated May 5, 1992.[2]

After the parties had submitted their memoranda, defendant-appellants, in a manifestation dated June 18, 1992, asked for thirty (30) days from June 22, 1992 within which to file a supplemental memorandum. On the other hand, Centrum urged early resolution of the appeal.[3]

In her order[4] dated June 26, 1992, Judge Katalbas-Moscardon granted defendant-appellants ten (10), not thirty (30), days or until July 10, 1992 within which to file a supplemental memorandum, even as she ruled that Centrum's motion for early resolution of the appeal had become moot and academic because "the resolution of this case has already been formally reduced by the Court," by which it would seem respondent judge meant that she had already finished her decision but only wanted to give the defendant-appellants a chance to file a

supplemental memorandum.

On July 13, 1992,[5] Judge Katalbas-Moscardon ordered the release of her decision dated June 15, 1992. The dispositive portion of her decision read:

WHEREFORE, in the light of the foregoing findings judgment is hereby rendered ordering:

1) The defendant-appellants to vacate the leased premises particularly the JVLS Building situated at Lacson Street and to restore possession of the same unto the plaintiff-appellee;

2) The defendants are further ordered to pay the plaintiff-appellee accrued rentals covering the period from August 1, 1987 to December 31, 1987 in the specified sum allotted to each, to wit:

- a. Young Auto Supply, Inc., P3,206.25 per month for five months or a total sum of P16,031.25;
- b. Kwong Sing Loong and Union Commercial, P6,555.00 per month for five months or a total sum of P32,775.00;
- c. Four Aces Motor Sales, P4,275.00 per month for five months or a total sum of P21,375.00;
- d. Diesel Center, Inc., P1,871.25 per month for five months or a total sum of P8,906.25; and
- e. Negros International Auto Parts, P2,137.50 per month for five months or a total sum of P10,687.50

3) To pay plaintiff-appellee accrued rentals for the period from January 1, 1988 up to December 31, 1988, in the specific amount allotted to each, viz:

- a. Young Auto Supply, Inc., P10,000.00 per month;
- b. Kwong Sing Loong Co., P10,000.00 per month;
- c. Union Commercial, P10,000.00 per month;
- d. Four Aces Motor Sales, P12,000.00 per month;
- e. Diesel Center, Inc., P8,000.00 per month; and
- f. Negros International Auto Parts, P8,000.00 per month.

4) To pay plaintiff-appellee accrued rentals from January 1989 until the place is vacated, to wit:

- a. Young Auto Supply, Inc., P15,000.00 per month;
- b. Kwong Sing Loong Co., P15,000.00 per month;
- c. Union Commercial, P15,000.00 per month;
- d. Four Aces Motor Sales, P16,000.00 per month;
- e. Diesel Center, Inc., P10,000.00 per month; and
- f. Negros International Auto Parts, P10,000.00 per month.

5) The defendant-appellants are further ordered to jointly and severally pay the sum of P20,000.00 as attorney's fees as well as reimburse plaintiff-appellee the sum of P3,000.00 as litigation expenses.

The counterclaims of the defendant-appellants are hereby DISMISSED.

JUDGMENT MODIFIED.

SO ORDERED.

As no appeal had been taken, the case was remanded to the MTCC on October 1, 1992.[6]

II

THE PRESENT CASE

In its present complaint, Centrum alleges that "the most telling evidence of respondent judge's corruption" is her ten (10) page decision dated June 15, 1992,[7] but released only on July 13, 1992, which Centrum points out is the same date as its complaint in this case.[8] Centrum claims that a duplicate original of this decision, signed by the judge and initialed by her on every page, in which the amounts of rentals adjudged against the defendant-appellants in the first draft[9] dated June 10, 1992 were substantially increased, was given to it (Centrum) on or before June 20, 1992 as security that respondent judge would make good her undertaking. Centrum alleges that "why the June 10, 1992 draft and June 15, 1992 final decision found their way into complainant's hands requires more than an explanation from respondent judge."

Centrum asserts that respondent judge unjustly denied its motion for execution despite the "undisputed fact that defendant-appellants have failed, during the pendency of the appeal, to deposit the amount of rent due or the rate thereof as determined and found by the appealed judgment."

In her comment dated November 25, 1992,[10] respondent judge contends that she could not have peddled her decision for a "bagful of silver" because in fact it reduced the awards of rents and damages to Centrum made by the MTCC. She disclaims any knowledge of how a xerox copy of the June 10, 1992 draft fell into Centrum's hands since according to her she has not "seen even the tip of Gochangco's hair" and that she is not in good terms with complainant's counsel, Atty. Enrique S. Chua. She surmises that "for all intents and justifiable presumption, the complainant may have cause[d] the surreptitious taking by anyone from the Stenographer's table where it was kept by her as her drawer is secured only by a drawer lock which can be opened by similar keys and/or may have been unwittingly left unlocked by her without [respondent judge's] knowledge." As to how complainant obtained a duplicate original of the June 15, 1992 decision, respondent judge has no comment. She explains that the delay in the release of the decision was due to the fact that "it was overtaken by numerous pleadings and counter-pleadings from both parties which respondent had to consider for the better interest of justice."

She says that "Centrum has been made an unwitting tool by Atty. Chua who had for years kept his wiles and wrongful attitude to the respondent," because she ordered his arrest[11] in a criminal case for falsification of a public document.

In closing, respondent judge "submits that all her actuations in Civil Case No. 6921 (17295) can stand and withstand any scrutiny as there is nothing therein that would constitute corrupt acts and practices nor gross dishonesty as all issues were treated and disposed of in accordance with procedural requirements of the law. Consequently, no serious misconduct or conduct prejudicial to the best interest of government exists." She asks that Atty. Chua, whom she describes as a "habitual charger, always concocting grievance against judicial and prosecutory authorities in matters where he is not sustained or his prayers unallowed," be instead ordered to explain why he should not be disciplined as a lawyer.

III

THE INVESTIGATOR'S REPORT

The Court, in its resolution of May 6, 1993, referred the case to Associate Justice Eubolo G. Verzola of the Court of Appeals for investigation, report, and recommendation.

The sole witness against respondent judge was Atty. Enrique S. Chua. Juan T. Gochangco, Centrum's general manager, was ordered to testify, but despite the issuance to him of a subpoena by Investigating Justice Verzola, Gochangco did not appear and testify.

A. Re Charge of Corruption, Serious Misconduct and Dereliction of Duty

Atty. Chua's testimony, as summarized in the report of the Investigating Justice, is as follows:[12]

That on or shortly before June 20, 1992, Juan Gochangco handed to [Atty. Enrique S. Chua] a duplicate original of the decision in Civil Case No. 6921 (17295) dated June 15, 1992, in an envelope which had been marked as Exhibit "B"; that he was not surprised about the decision because he had expected it because about or nearing the second week of June 1992, Gochangco had already given him a xerox copy of a draft decision consisting of 12 pages which is Annex "H" of the Complaint, and telling him to go over the said draft and to give his comment while admonishing him to keep it a secret as the matter is very sensitive; that he made pencil marks on the draft decision more particularly on pages 10 and 11 thereof; that at first, he could not believe that a Judge would entrust his draft of a decision to a litigant but after listening to the explanation of Gochangco, how he negotiated with the Judge, he was convinced that the draft was the work of the respondent Judge; that as counsel he was at first in a quandary when his client, Gochangco, asked him to contact directly the persons with whom Gochangco had dealings, but later he acceded without himself becoming a participant in the negotiation; that he had telephone conversations with the persons whom Mr. Gochangco named as the persons had dealings with, and in the course of the series of conversations (which he taped) he was convinced "that, there was indeed bribery in the rendition of the judgment"; that the people he talked with are (1) a lawyer-businessman who professes to be close to the respondent, and (2) a government official who is a town-mate of the respondent; that these persons acted as "couriers"; that he received the decision from the court on July 21, 1992 together with the order dated July 13, 1992 (order releasing the decision). (TSN, Oct. 26, 1993, pp. 6--33)

His testimony on cross-examination is summarized in the following portion of the report of the Investigating Justice:[13]

[T]hat Exh. "A-1" (decision) was handed to him by Mr. Gochangco; that he is aware of some aspects and phases of the negotiation that led to his being able to obtain a copy of the decision marked Annex "A-1"; that he did not participate in the negotiation, as he only acceded to the request of Gochangco to inquire from the two persons about the status of the negotiation - he named Atty. Simplicio Palanca and Councilor Lorendo Dilag; that he talked to Atty. Palanca "at least more than (5) times prior to July [should be June] 15"; that Atty. Palanca and Mr. Dilag are not employees of the court; that he also talked with Dilag twice prior to June 15; that he initiated the telephone calls to Dilag as his client, Gochangco, was getting impatient; that no other person was present when he made the calls; that with respect to the telephone conversations with Atty. Palanca, some were initiated by witness-counsel and others by the former as they were in "the nature of series of follow-up talks"; that Dilag takes orders from Palanca; (TSN, Oct. 26, 1993, pp. 29-49); that he was counsel for the complainant in Civil Case No. 17295 from inception to promulgation of judgment in the Municipal Court, to appeal, as Civil Case No. 6921, in the RTC; that the monetary award in the decision of the municipal court was modified and reduced in the decision of the respondent (Exh. C-1); . . . that the respondent did not observe the usual procedure because the case was

not an ordinary execution pending appeal but an execution pending appeal in an ejectment case for failure of defendants to make periodic deposits of rentals, and the resolution denying the motion is clearly erroneous; that he told Gochangco that there are remedies such as certiorari but the latter said it would take time and added expense "so he broached the idea of resorting to extra legal means"; that the decision of the respondent judge, Exhibit "C-2", was "a good decision except that there was too much delay in the promulgation of the decision"; that he challenged by certiorari in the Court of Appeals, the warrant of arrest against him and the same is still pending; that he filed a motion to quash the warrant; that he admits the existence of Exhibit 5 of the respondent (order of the respondent dated August 4, 1992 denying complainant's motion for reconsideration).

On the other hand, the respondent judge's testimony is fairly summarized in the following portion of the report:[14]

In the direct examination, she testified that she rendered the Decision dated June 15, 1992, marked as Exhibits C and D, which was rendered in an appealed ejectment case; . . . that the appeal in the main case (the ejectment suit) was raffled to her, but that she was not able to decide the said appeal immediately because there were many matters raised by the complainant who was the plaintiff-appellee in the said case, as well as by Young Auto Supply, Inc., et al., who were the defendants-appellants; . . . that in preparing her decision, she would dictate the first draft of her decision to her stenographer; that sometimes, even while the stenographer is still drafting her notes, if she remembers something that she should insert or modify, she does so by using blue ink ballpen; that after making corrections on the first draft, she would have the same re-drafted; that she would have two or three drafts before the decision is finalized; that Annex "H" of the complaint which was marked as Exhibit "3" for the respondent is the initial uncorrected draft of her decision, which was dictated on June 10; that she does not have any knowledge that the said uncorrected draft of her decision, had been released to anyone; that she became aware for the first time that Annex "H" or Exhibit "A-8" existed when she received the Resolution of the Supreme Court En Banc dated September 28, 1992, requiring her to comment on the complaint filed against her, where a photocopy of the uncorrected initial draft was attached; that she was shocked and dumbfounded as that has never happened in her twenty-year stint in the judiciary; that she immediately confronted stenographer Elizabeth Gardose, who "ventured to explain to me that after finishing typing this draft, she was not able to immediately surrender the same to my possession because she was suffering from asthmatic attack"; that "maybe someone pried open her table"; that "in my investigation, she even told me that in many occasions, she had lost from her drawer, even her certificate of title of her appliances, and every following week, she would find her table already moved from the first position to another position until at one time it was just near the comfort room"; that she does not know the signatory to the complaint, Juan Gochangco, and as stated in her comment, she does "not know him even from Adam and Eve and x x x has not even seen the tip of his head"; that she knows Atty. Simplicio Palanca as a businessman in Bacolod, but she hasn't had any dealings with him nor has she met the said Mr. Palanca; that she knows Atty. Dilag as a lawyer and as a City Councilor but that she has had no "dealings with him nor have I conversed with him regarding the case of the complaint"; that she denies that there had been a delay in the decision of Civil Case No. 6921 originally, Civil Case No. 17295 of the City Court of Bacolod, as she decided the same within the 90-day period; that she could not decide the case earlier because of the "many pending incidents which needed comment from the respective parties"; that the case which was pending in the sala of Judge Abastillas, wherein a preliminary injunction was issued, had also to be taken into consideration; that Annex 6, which is also Exhibit "6" (also, Annex "H"), is the draft submitted to her by the stenographer for correction; that "Exhibit 6" is where the machine-copy Exhibit "A-8" was taken"; and "the machine copy was done before my correction"; that Exhibit "6", together with what she had written at the foot of page 12 and at the back of page 6, was again re-drafted by the stenographer and that as re-drafted, it is Exhibit "7", with the corrections already entered; that Exhibit "7" was further corrected then finalized to become the decision which is

marked as Exhibit "C-2"; that the many incidents which were brought about by either the appellants or the appellees, are shown in her Order of July 13, which is found on Exhibit "C"; that there were also incidents affecting the question of periodic rentals, and other incidents; that she denies having delivered a copy of her decision to the representative of the complainant as "it would be stupid of me to do that, to stake my twenty years career in government service x x x and how can I deliver personally to Mr. Gochangco when I do not know him, and up to now I have yet to see him x x x so this is in fact a lie that I personally delivered my decision, signed or unsigned to the complainant before at anytime even up to the release"; that the defendants-appellants asked for time to file a Supplemental Memorandum but when the supplemental memorandum was not filed, she ordered the release of her decision on July 13, 1992; "that it is possible that on the very date, July 13, they (Gochangco and his agents) were able to get a copy of the decision from the civil docket clerk not necessarily from the mails"; that the Order of May 28, 1992 [should be May 5, 1992] is in accordance with Rule 70, Section 8 (Rules of Court); that she denied Atty. Chua's motion for the withdrawal of periodic rentals because the deposit was made with the M.T.C. not with her court; that said order was not appealed to a higher court; that Atty. Chua has "an ax to grind against" her; that when she was a fiscal during the time of Judge Teresita Martinez and Vicente Valenzuela, he "was castigating me, he was directed to apologize to me x x x and he came to my office x x x and apologized that we become friends"; that "now that I am judge he has a case against me if he wins he is good to me; that in this case wherein it can be seen from the very beginning I am making orders against his client I can say that this is another scheme of his as he has done to others"; that she can cite the case filed against Judge Renato Abastillas (who also filed disbarment proceedings against him), as well as a case filed against prosecutor Arlene Datu because of an adverse resolution; still another case where he used his client to file a case against Prosecutor Anita Chua, which was dismissed by Secretary Drilon, and his formal opposition to the nomination of then First Assistant Fiscal Fanuñal as RTC Judge, who later became Judge of the RTC of Iloilo City, . . . that although her decision dated June 15, 1992 had already been prepared she did not release it immediately in view of the manifestation of the defendants-appellants that they would file a supplemental memorandum; that she acted on the matter regarding the draft of her decision not only by calling her employees one by one, but also by calling a general meeting to "fathom their loyalty to me (her)" and "told them that from now on nobody will be allowed to enter beyond the counter that separate them from the others;" that there has been no premature release of her decision; she does not know Simplicio Palanca personally, but she knows Lorendo Dilag as a practicing lawyer and as townmate and distant relative, almost all people in her hometown are relatives, and it is customary to call one "Nang" even if you cannot trace your roots; that she dictated the draft of her decision, Exhibit "A-8"; that she made corrections on the draft decision; that had the defendants-appellants submitted the supplemental memorandum, she might have required the plaintiff-appellee (complainant herein) to comment on the supplemental memorandum.

B. Re Charge of Knowingly Rendering an Unjust Interlocutory Order

Atty. Chua's testimony on the above charge was summarized by the Investigating Justice as follows:[15]

[T]hat in the appealed ejectment case, [Atty.Chua] filed a motion for execution on the ground that periodic monthly rentals had not been deposited by the defendant-appellant; that the respondent denied the motion for execution on the ground that "the defendants have made deposits in the amount of P143,000.00 which is more than to cover up (sic) the periodic rent"; that he filed a motion to withdraw the deposits but the same was denied by the respondent on the ground that no deposit for rental in arrears was made, thereby contradicting her previous stand. (TSN, Oct. 26, 1993, pp. 34-37)

Judge Moscardon testified that:[16]

All I can say is that the order [of May 5, 1992 denying Centrum's motion for execution pending appeal] was

issued in accordance with the provision of Rule 70, Section 8 which insofar as the amount of periodical rental is concerned the court has two (2) guidelines: 1) the amount of the rental specified in the judgment no matter how exorbitant it is even though subject of an appeal except when there is a contract. In this case, no less than the judgment of the lower court admitted that there was the existence of an oral lease contract between the predecessors-in-interest of the plaintiff in that case to whom the regular rentals has been religiously paid by the defendants in that case such that I was constrained to follow the exception. And in fact the judgment of Judge Hilario did not also specify how much monthly rental but if computed the amount in broader terms to the extent it was the subject of appeal because the amount of rental was highly exorbitant. I do not think there was gross violation or ignorance of the law committed in that order.

Respondent judge explained that she denied Centrum's motion to withdraw deposits because "not a single cash representing periodical rentals was ever deposited with my branch" as the money was deposited with the Clerk of Court of the MTCC.[17]

C. Justice Verzola's Recommendation

Justice Verzola's report recommends that respondent judge be exonerated of the charges of corrupt acts and practices, gross dishonesty, serious misconduct or conduct highly prejudicial to the interest of service and dereliction of duty, and knowingly rendering an unjust interlocutory order and gross ignorance of the law, but only admonished to be careful in the future in keeping confidential matters or documents of her court.[18]

Justice Verzola found Atty. Chua's testimony insufficient to establish respondent judge's guilt. He explained:[19]

The charge that respondent gave her decision dated June 15, 1992, on or shortly before June 20, 1992 - hence well in advance of its official release on July 13, 1992 - is not supported by the evidence. The boldness of Juan T. Gochangco, the professed representative of the complainant corporation, in alleging that "this Decision of June 15, 1992 was given by respondent Judge to complainant as a result of the `negotiation'" is matched only by his unexplained refusal or failure to substantiate such a serious charge. He never appeared in the investigation despite the several, and more than sufficient, opportunity for him to do so, the issuance of a subpoena for his appearance notwithstanding. . . .

The counsel for the complainant, Atty. Enrique S. Chua, tried to provide evidence which his client would not or could not, by taking the witness stand himself. He could not however certify on his personal knowledge that indeed the respondent gave a copy of her decision to Gochangco in advance of its official release or promulgation. He could only say that Gochangco gave him a duplicate original of the respondent's decision on or shortly prior to June 20, 1992. But against the said allegation is the vehement assertion of the respondent that she does not know Gochangco, has not had any dealings with him, has not even seen him at all, and the "Certification" of the said witness-counsel himself found on page 10 of the decision which he attached to the complaint. The "certification" appears to have been subscribed and sworn to before notary public Benjamin L. Hilado not on a date anywhere June 20, 1992, but on July 13, 1992 or more than three (3) weeks thereafter. July 13, 1992 is the date of the complaint against respondent. It is also the date when respondent's decision (dated June 15, 1992) was officially released to the parties. It is not impossible that the complainant, or someone acting for him, was able to secure a copy of the decision on the very day of its release or promulgation, without prejudice to the sending of another copy to its counsel thru the mails, or by courier. No law or rule is violated by this procedure, as indeed it happens often especially when the case had been submitted for decision and both parties are expecting a decision anytime, and because of their interest in the outcome of the litigation, may have even made inquiries with the court personnel. The point is that after the official release or promulgation, a decision may properly be furnished to the parties and counsel.

Complainant charges that respondent had already prepared her decision but she did not release it immediately. But there is nothing legally or morally wrong for a judge to defer the release of her decision for some justifiable reason, such as in this case when the defendants-appellants asked for time to file a supplemental memorandum. Had the supplemental memorandum been filed as manifested by the defendants-appellants, and the judge found that it raises issues which substantially affect the already prepared decision, she still could have made the corresponding correction or modification and no rule would thus be violated. In this instance, no supplemental memorandum was filed within the time granted (July 10, 1992). The respondent ordered the release of her decision on July 13, 1993.

. . . The fact is that despite Atty. Chua's determination and earnestness in his support of the charge that respondent judge gave an advance copy of her decision of her decision to Gochangco as a result of a "negotiation", such allegation has not been proven by competent evidence. Atty. Chua of course testified that he talked over the telephone with two (2) alleged "negotiators". His knowledge about the alleged "negotiation" is however based mainly on information which he claims was furnished to him by Gochangco and the two "negotiators". But Gochangco, and the "negotiators" were nowhere at any stage of the investigation.

Moreover, if it were true that Gochangco or his "negotiators" had indeed come to an arrangement with the respondent, it would be logical that her decision would give a bigger award or "better deal" to the complainant than that found in the original appealed decision of the municipal court. There is no showing that such is the case. The respondent points out that in some respects the award to the complainant in the MTC decision was actually reduced in the decision on appeal which she rendered.

With respect to the charge that respondent knowingly rendered an unjust interlocutory order denying Centrum's motion for execution in her order dated May 5, 1992, Justice Verzola states in his report:[20]

It appears that the complainant as plaintiff-appellee in the ejectment case then pending in the sala of the respondent, asked for an execution pending appeal on the ground that the defendants-appellants failed to make periodic deposits of the rents of the premises. The respondent judge, however, found that the defendants-appellants had previously deposited P 143,642.00, which amount can satisfy the periodical monthly rentals required by law to be deposited pending appeal. Hence, the motion of the complainant was denied.

Whether the respondent is in error or not in rendering the order of denial is not at issue in this administrative case. Complainant's counsel admitted that he did not elevate the question of the correctness of respondent's order to a higher court or tribunal such as the Court of Appeals or the Supreme Court. It would appear therefore that even if the complainant's counsel did not agree with the denial of its motion for execution pending appeal, he accepted it anyway. He did not test its correctness in a higher court.

In any case, there is no evidence that respondent rendered her interlocutory order knowing it to be unjust, assuming that it is so. Even if it be found that the order is not in accordance with the Rules, the same cannot be the basis for administrative action if, as in this instance, there is no showing that respondent intentionally and willfully rendered the order knowing it to be unjust.

IV

THE COURT'S FINDINGS AND CONCLUSIONS

A. On the Charge of Corruption, Serious Misconduct and Dereliction of Duty

As already stated, Juan T. Gochangco, who had verified the complaint, refused to testify even when subpoenaed. Atty. Chua claimed that it was because Gochangco had been prevailed upon not to appear at the investigation.[21]

Even without corroboration from Juan Gochangco, however, Atty. Chua's testimony is too detailed to be simply dismissed as mere fabrication. The following circumstances lend credence to his allegations.

First. Although there is no competent proof of how Centrum was able to obtain a copy of respondent judge's initial draft dated June 10, 1992,[22] the fact is that a copy was obtained by it. This, in itself, even without any allegation of corruption on the part of respondent judge, is highly irregular. Since respondent judge is ultimately responsible for the safekeeping of her papers, the burden of accounting for this fact is on her.

Respondent testified:[23]

. . . [A]fter finishing typing the [June 10, 1992] draft she [referring to stenographer Elizabeth Gardose] was not able to immediately surrender the same to my possession because she was then suffering from asthmatic attack that afternoon and that may be somebody pried open her table. . . .

Gardose did not testify. If — as respondent judge claimed — the draft from which Atty. Chua's copy was taken was not given to her by Gardose because the latter had a sudden attack of asthma, it has not been explained why Gardose placed the draft inside her desk drawer instead of "surrendering" it to the respondent judge. If, on the other hand, Gardose suffered an asthmatic attack while preparing the draft, then the copy in the possession of petitioner could only have been made after the stenographer returned to work and finished typing the draft. In either case respondent should have taken the draft from the stenographer to prevent its falling into the hands of unscrupulous individuals. In failing to take such precaution during the stenographer's disability she was, to say very least negligent.

Actually this is not a simple case of breach of confidentiality of the decision-making process. The evidence suggests a scheme to extort money from Centrum through the release to it of the June 10, 1992 draft, because Centrum likewise appears to have obtained a duplicate original of the final decision before its promulgation on July 13, 1992. In the final decision substantial increases in the awards of compensation for the use and occupation of the premises were given to Centrum.

The June 10, 1992 draft, from which the xerox copy given to Atty. Chua was taken, bears an insertion written by means of a blue ballpoint.[24] Respondent judge admits she made the insertion which appears on page 4 of the draft. Although respondent judge claims she made it while the stenographer was still typing the rest of the draft as the judge allegedly chanced to pass by the stenographer,[25] the explanation is not convincing. It is improbable that she would edit a page of the draft before it is finished in its entirety. What is more probable is that she made the insertion after the stenographer had handed to her the finished product. Hence the draft could only have been xeroxed after the insertion was made.

To be sure the decision of June 15, 1992 should be compared, not with the MTCC decision to see whether Centrum got favored treatment, but with the June 10, 1992 draft, for as alleged in Centrum's complaint, "negotiations" were held so that respondent judge would increase the amounts awarded by her as rents in her June 10, 1992 draft. Implicitly Centrum admits that the awards in the decision of the MTCC were excessive, being more than what had been sought by it in its complaint. On the other hand, the awards in the draft decision of respondent judge could be increased and still make them conform to Centrum's complaint.

This was because the awards were for the reasonable compensation for use and occupation of premises since the lease contract had expired in 1987. In fixing such compensation respondent judge enjoyed a wide latitude of discretion. She could have fixed the amounts at levels contained in her June 10, 1992, draft or she could fix them at levels as finally determined in her June 15, 1992 decision. It was to make her fix the awards at higher levels that the alleged "negotiations" were made.

It would appear that the June 10, 1992 draft was given to Centrum to make it "negotiate" for increases in the monetary awards to be given to it. Atty. Chua testified that Gochangco gave him a xerox copy of the June 10, 1992 draft, with request to him (Atty. Chua) to indicate the portions which should be modified. He, therefore, drew double lines on the left margins of pages 10 and 11 of the draft "to indicate that [these] portion[s] need revision"[26] and "have to be changed [since they] are not agreeable to Mr. Gochangco." [27]

That these revisions for Centrum' s benefit were indeed made is shown by the following table detailing the amount of accrued rentals which the defendant-appellants are ordered in the final decision to pay Centrum:

June 10, 1992 draft

Aug 1, 1987 to

Dec. 31, 1987

(5 mos)

June 15, 1992 decision

Aug 1, 1987 to

Dec. 31, 1987

(5 mos)

1.

Young Auto Supply

P16,032.75

same

2.

Kwong Sing *

32, 775.00

same

3.

Union *

4.

Four Aces

21,375.00

same

5.

Diesel Center

8,906.25

same

6.

Negros Int'l

10,687.05

same

*Note that Kwong Sing and Union were considered as just one entity both in the June 10, 1992 draft and in the June 15, 1992 final decision and were assessed P32,777.00 together not separately.

Jan. 1, 1988

until place is

vacated

Jan. 1, 1988

until Dec. 31, 1988

1. Young Auto Supply

P12,000.00/mo.

10,000.00/mo. (-2,000.00)

2. Kwong Sing*

15,000.00/mo.

10,000.00/mo.

3. Union*

10,000.00/mo.

(+5,000.00)

4. Four Aces

10,000.00/mo.

12,000.00/mo. (+2,000.00)

5. Diesel Center

8,000.00/mo.

8,000.00/mo. (0)

6. Negros Int'l

8,000.00/mo.

10,000.00/mo. (+2,000.00)

TOTAL

53,000.00/mo.

60,000.00/mo. (+7,000.00)

Jan. 1988

until place is
vacated

Jan. 1989

until place is
vacated

1. Young Auto Supply

P12,000.00/mo.

15,000.00/mo. (+3,000.00)

2. Kwong Sing*

15,000.00/mo.

15,000.00/mo.

3. Union*

(+15,000.00)

15,000.00/mo

4. Four Aces

10,000.00/mo.

16,000.00/mo.

(+6,000.00)

5. Diesel Center

8,000.00/mo.

10,000.00/mo.

(+2,000.00)

6. Negros Int'l

8,000.00/mo.

10,000.00/mo.

(+2,000.00)

TOTAL

53,000.00/mo.

81,000.00/mo

. (+28,000.00)

*Note that Kwong Sing and Union, which were considered as only one entity in the June 10, 1992 draft, were now treated separately in the June 15, 1992 final decision.

It will be noted that while Kwong Sing and Union Commercial were treated as only one entity in the June 10, 1992 draft, in the June 15, 1992 decision, they were assessed separate rentals for the period January 1, 1988 to December 31, 1988, and from January 1, 1989 until the place is vacated. Consequently, although in the June 15, 1992 decision the rentals assessed against the two were reduced to P10,000.00/month each for the period January 1, 1988 to December 31, 1988 (from P15,000.00/month for the same period in the June 10, 1992 draft), the separate treatment of Kwong Sing and Union Commercial nonetheless resulted in a net increase in rent of P5,000.00/month for the same period.

In her testimony, respondent judge explained the change thus: "I went to find out if these two corporations (Kwong Sing and Union Commercial) are different from one another and not owned by just one defendant. They have separate places in the area. That is why I corrected it." [28]

She did not explain, however, why, although she had assessed separate rentals against Kwong Sing and Union Commercial for the period January 1, 1988 to December 31, 1988 and from January 1, 1989 until the place is vacated, she had not done the same thing for the period August 1, 1987 to December 31, 1987 and assessed for both P6,555.00/month for five months or a total of P32,775.00.

Such an oversight could only have been due to the fact that Atty. Chua marked only the portion of the June 10, 1992 draft corresponding to the amount of back rentals due from January 1, 1988 until the place is vacated in the June 10, 1992 draft, [29] forgetting to indicate the need to change also the assessment of rentals against these entities for the period August 1, 1987 to December 31, 1987.

All in all, the changes embodied in the June 15, 1992 decision represent an increase in the amount of rentals in the June 10, 1992 draft from P53,000.00/month to P60,000.00/month for the period January 1, 1988 until December 31, 1988 and an increase from P53,000.00/month to P81,000.00/month from January 1, 1989 until the place is vacated.

The increase in the total amounts awarded in the June 15, 1992 decision is due to the fact that in the June 15, 1992

decision respondent judge assessed different rates of rentals for the period January 1, 1988 to December 31, 1988, and from January 1989 until the place is vacated, while in the June 10, 1992 draft she assessed just one rate from January 1, 1988 until the place is vacated.

Neither in her decision nor in her testimony did respondent judge give any reason for the use of different rates. It is entirely possible that, like the treatment of Kwong Sing and Union Commercial as separate entities, she made the change simply in response to the suggestions made in the June 10, 1992 draft by Atty. Chua.

Indeed, while the June 15, 1992 embodied some other revisions, they are not substantial ones but only stylistic and grammatical changes. The substantial changes are confined to the amount of the rents, which tends to support Atty. Chua's claim that the "negotiations" made with the judge were for the purpose of securing increases in the monetary awards.

Second. It may be wondered why despite the fact that substantial increases in monetary awards had been obtained by it Centrum still filed this administrative case and thereby expose its representatives to the risk of prosecution for bribery or violation of law, such as the Anti-Graft and Corrupt Practices Act (R.A. No. 3019).

That indeed appears to be the reason why Juan T. Gochangco, who had verified the complaint, refused in the end to proceed with the case he had filed. On the other hand, the reason why the case was filed appears to be that although the decision in its favor had been prepared as early as June 15, 1992, its release was not in sight even after nearly a month, leading to the fear that respondent judge would welsh on her undertaking to increase the awards in favor of Centrum. Although respondent judge eventually ordered the release of the June 15, 1992 decision on July 13, 1992, which is the date of the complaint in this case, Centrum did not receive its official copy of the decision until July 18, 1992,[30] while its counsel, Atty. Chua, did not receive his copy until July 21, 1992.[31]

Respondent judge speculates that complainant may have obtained from some personnel of the court the duplicate original only on July 13, 1992. But service of a copy of the decision on the parties was made by mail and the giving of an advance copy of the decision to Centrum was surely unauthorized. Copies of the decision were sent to Centrum and its counsel by mail and reached them only on July 18 and July 21, 1992, respectively.

We are inclined to believe Atty. Chua's claim that he had been given the duplicate original decision as early as June 20, 1992. For if Centrum knew on July 13, 1992 that the decision had been promulgated there would have been no need for it to file its complaint in this case and risk, as stated earlier, the prosecution of its officials. Even if Centrum was wont to do so for whatever reason, it could not have prepared its complaint -- which is 11 pages long -- in just one day and then have it filed the following day, July 14, 1992, which is what happened here. It is more probable to believe that respondent judge decided to release the decision on July 13, 1992 to head off the filing of the administrative case. It was too late, however, as the complaint had already been prepared and filed.

Third. There was delay in the release of the decision of respondent judge. According to respondent judge, she finished correcting the intermediate draft, which became the final decision, on June 15, 1992.[32] In fact she testified that the decision had already been prepared when defendant-appellants on June 18, 1992 filed a motion for time to file a supplemental memorandum.[33] Yet it was promulgated only on July 13, 1992. Considering that according to her she could have decided the case on the records alone,[34] and that Centrum had been pressing for the early resolution of the appeal through the filing of two motions to this effect, there was no reason why respondent judge had to allow defendant-appellants up to July 10, 1992 to file a supplemental memorandum. That defendant-appellants did not after all file a supplemental memorandum only shows that it was not really indispensable.

Nor are we impressed with respondent judge's explanation that Civil Case No. 6834 (the certiorari case assigned to Judge Abastillas) delayed the early release of her decision.[35] In her June 15, 1992 decision itself, respondent judge stated that on January 20, 1992, Judge Abastillas had already decided the case by granting defendant-appellants' petition for certiorari and prohibition. Thus the case could not have been the reason for the delay in the release of respondent's decision.

The delay only succeeded in making more evident that a duplicate original had been given to Centrum in advance of the promulgation of the decision. As this Court had occasion to state, "It is not enough that judges write their decisions; it is also important to promulgate and make it known to all concerned. Otherwise, what good would a favorable decision be if the interested party is kept in the dark about it? It would only be a tool for maneuvers on the part of the losing party or a valuable commodity for sale by unscrupulous persons." [36]

The evidence in this case may not be sufficient to secure conviction in a criminal case. But the standards of integrity required of members of the Bench are not satisfied by conduct which merely enables one to escape the penalties of the criminal law.

B. On the Charge of Gross Ignorance of the Law and Knowingly Rendering an Unjust Order

The other charge against respondent judge is that of knowingly rendering an unjust order and gross ignorance of the law based on her denial of a motion for execution filed by Centrum for failure of the defendant-appellants to deposit the monthly rentals.

Respondent judge argues that Centrum could have moved for reconsideration of her order of May 5, 1992 or questioned it in a petition for certiorari but as it did not, Centrum could not file an administrative case against her.

The contention has no merit. The judge's errors in this case are so gross as to be inexcusable.

Her order dated May 5, 1992 reads in part:

The bone of argument between the parties rest on the periodical rentals which are to be paid during the pendency of the appeal in order to complete the requisites of Section 8 of Rule 70 of the New Rules of Court. To this end it is plaintiff-appellee's posture that the defendant-appellants failed to regularly and periodically made to deposit these rentals since after judgment of the lower court was received by them. On the other hand the defendant-appellants averred that the sum of P143,640.00 (Certification-page 1194-records, Vol. III) which had been deposited with the Clerk of Court since the pendency of the case before the lower court remain unclaimed to answer for whatever rentals due as a supersedeas bond was already filed for this purpose. Thus this amount more than satisfy the corresponding periodical monthly rentals required by law to be deposited by them pending appeal.

In their comments and counter-comments plaintiff-appellee insinuates that this amount is insufficient considering that the rental upon which this periodical deposit is to be based must be in the amount allegedly computed in the Decision subject of appeal at the rate of P60,480.00 per month for defendants Young Auto Supply, Inc.; Kwong Sing Loong Auto Supply Co.; and Negros International Auto Parts with a bodega; P50,400.00 per month for defendants Four Aces Motor Sales and Diesel Center, Inc.; and P43,120.00 per month for defendant Union Commercial including three (3) bodegas.

After a perusal of the Decision subject of appeal insofar as the rate of rental upon which this periodical deposit is to be based is concerned, this Court finds that admission in the judgment that a lease contract existed at the inception between the parties, way back with the predecessor-in-interest of the herein plaintiff. In said lease agreement acknowledged in the judgment although orally made with plaintiff's predecessor-in-interest, the herein defendants-appellants collectibly paid to the total sum of only P17,955.00. Other than paying these rentals the

defendants have never recognized or acknowledged to pay over and above this amount despite the increases which plaintiff-appellee charged. Incidentally, the decision subject on appeal is not and do not contain a clear pronouncement in this respect. On the other hand the amounts levied and/or ordered to be paid is question on appeal but no clear indication of the monthly rentals has been so specified by the court a quo.

Under Section 8 of the Rule 70 of the New Rules of Court it has been categorically mentioned that the periodical deposits to be made with the Appellate Court shall be the amount of rent due from time to time under the contract if any x x x. In brief, in the case at bar the amount of the periodic deposits of rentals shall be that stated in the lease contract. In view of the above and acknowledged in the decision that an oral lease contract at the inception in such amount as rentals was existent between plaintiff's predecessor-in-interest and defendants-appellants, such must be the basis of the periodic rentals pending appeal. Considering further that the amount of P143,000.00 which had been long deposited with the Clerk of Court as early as November 3, 1987, up to May 30, 1988, has not been used and/or withdrawn but rather overtaken by the posting of the requisite supersedeas bond, it is only reasonable, logical and justifiable to apply this amount as to the periodic rentals the appellants are supposed to be deposited with the Court during the pendency of the appeal.

Taking into account the decision of the lower Court was received by the appellants in January 3, 1992, the periodical rentals therefore must start from said month. Consequently at the rate of P17,955.00 the total periodical rentals supposedly due as of this date aggregates to the sum of P89,775.00 thus leaving an available balance of P53,865.00 which can be continuously applied in the succeeding months until the appeal shall be resolved.

In the light of the above the defendants-appellants have satisfied the requisites provided for under the Rules the Motion for Execution is hereby DENIED.

Although the dispositive portion of the MTCC decision did not state the amount of monthly rentals which defendant-appellants had to pay during the pendency of their appeal,[37] it is clear from the decision that the MTCC adopted the increased monthly rentals which Centrum demanded after the expiration of their lease. Thus the MTCC decision stated:[38]

THE INSISTENCE of the defendant that the increase of the monthly rental of the building, is unconscionable and exorbitant, is not supported by any substantial evidence. . . . It is the owner's prerogative to fix the rental for which he wishes to lease his property and the occupant has the option of accepting the rent as fixed, or negotiate with the owner and in the event of failure to come to an agreement, to leave the property so as not to be liable for the rental fixed and demanded by the owner . . . [T]he burden of proof to show that the rental demanded is exorbitant and unreasonable rest upon the defendants-lessees. Since defendants presented no evidence to substantiate their claim other than the original rental of the property, defendants have manifestly failed to discharge this burden . . . The increased rental demanded by the plaintiff is justified by the fact that the building is located in the heart of the commercial area of Bacolod City.

This means that the amounts which defendant-appellants had to pay would be P60,480.00/month each for Young Auto Supply, Kwong Sing, and Negros International; P50,400.00/month each for Four Aces and Diesel Center; and P43,120.00 for Union Commercial Diesel since these were the latest rates imposed by Centrum.

Respondent had no power to increase or reduce the amount fixed by the lower court as reasonable rent for the premises since this is a question which would have to be decided in disposing of the appeal on the merits.[39]

Respondent judge was grossly in error when she stated that "to the respondent [herself], the periodical rentals must be, therefore, based on [the lease] contract while the exorbitancy of the judgment which is one of the grounds for appeal is yet to be resolved. This is tangent to the Rules." [40]

Respondent judge was likewise grossly in error in applying the amount P143,640.00 to the monthly rentals required of defendant-appellants. As she herself admitted in her later order of August 31, 1992, the money was deposited by defendant-appellants in another case (Civil Case No. 4495 before the RTC of Bacolod City, Branch 42)[41] which they had filed questioning the sale of the JVLS Building to Centrum. Centrum's motion seeking to withdraw the money had to be denied by respondent judge because "there is not a single deposit for rentals in arrears made with and to be released by this Court." [42] Respondent judge also stated that Centrum's motion should be addressed "to the proper court where the deposit was duly made and/or where the proper case upon which these deposits were made is pending."

In denying Centrum's motion for immediate execution, respondent judge acted in violation of Rule 70, Sec. 8 which clearly provides that to stay the immediate execution of judgment in ejectment cases, the defendant-appellants must (1) perfect their appeal, (2) file a supersedeas bond, and (3) periodically deposit the rentals falling due during the pendency of the appeal.

C. On the Liability of Other Parties

The testimony of Atty. Enrique S. Chua implicates other persons in the corruption of respondent judge. These are Juan T. Gochangco, who allegedly gave the xerox copy of the June 10, 1992 draft decision and the duplicate original of the decision of June 15, 1992 to Atty. Chua; Atty. Simplicio Palanca and Councilor Lorendo Dilag with whom Atty. Chua allegedly conferred at least five times in "negotiating" the decision of respondent judge; and Atty. Chua himself who, although studiously dissociating himself from the "negotiations," appears to have taken part in it.

Atty. Chua tried to submit in evidence a tape recording of his alleged conversations with Palanca and Dilag but he was not allowed to do so by the Investigating Justice upon objection of respondent's counsel who invoked R.A. No. 4200.[43] This is not the first time Atty. Chua was involved in a similar incident. In A.C. No. 3815 Atty. Chua admitted giving P20,000.00 bribe to another judge who was ordered dismissed. Atty. Chua was spared from prosecution but he was sternly warned that a repetition of a similar act or acts or violation committed by him in the future would be dealt with more severely.[44]

Considering the foregoing, a majority of the Court finds respondent judge guilty of the charges. On the other hand, three members of the Court believe otherwise and hold that --

(1) Gochangco's testimony "is indispensable and may not be cured via the expedient process of accepting Atty. Chua's testimony hook, line, and sinker." Atty. Chua cannot testify in regard to what transpired, if any, between Gochangco and respondent.

(2) In effect respondent judge is being held liable for entrusting her draft decision to a stenographer "as prelude to preparation of the final decision. [For] if this were so, then no draft decision can be finalized for promulgation, and if ever there are some, the judge must personally type the manuscript of the decisions lest he or she opens the floodgate to unscrupulous persons."

WHEREFORE, the Court by the vote of 9 to 3 of its members, with two taking no part, (1) finds respondent Judge Bethel Katalbas-Moscardon, Regional Trial Court, Branch 52, Bacolod City GUILTY of serious misconduct and of rendering an unjust interlocutory order and (2) orders her DISMISSED from office, with forfeiture of retirement benefits and accrued leave credits and with prejudice to re-employment in any branch or instrumentality of government, including government-owned or controlled corporations.

Let a copy of this decision be furnished the Department of Justice for investigation and possible criminal prosecution of Juan T. Gochangco, Simplicio Palanca, Lorendo Dilag and Enrique S. Chua.

In addition let a copy of this decision be referred to the Bar Confidant for investigation and possible disbarment of Enrique S. Chua, Simplicio Palanca and Lorendo Dilag.

SO ORDERED.

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

Bellosillo, J., on official leave.

Hermosisima, Jr., J., no part.

[1] Per Judge Alfredo P. Hilario, Exh. 8.

[2] Exh. A-9, Rollo, pp. 41-46.

[3] Exhs. A-3 and A-4, Rollo, pp. 23-24.

[4] Exh. A-6, id, p. 26.

[5] Exh. C.

[6] Per certification of MTCC Branch Clerk of Court Angelina A. Bayona, Exh. 11.

[7] Exh. A-1, Rollo, pp. 12-21.

[8] The complaint was filed the day after on July 14, 1992.

[9] Exh. A-8, Rollo, pp. 29-40.

[10] Id., pp. 55-71.

[11] Exh. 2, id., p. 74.

[12] Report of Investigating Justice Eubolo G. Verzola dated February 22, 1994, pp. 12-14.

[13] Id., pp. 15-18.

[14] Id., pp. 19-27.

[15] Id., pp. 14-15.

[16] TSN, pp. 23-24, Oct. 28, 1993.

[17] TSN, pp. 24-25, Oct. 28, 1993. This contradicts respondent judge's order dated August 31, 1992 in which she denied Centrum's motion to withdraw deposits on the ground "that these rental deposits pertain to Civil Case No. 4495, involving the same parties pending before RTC, Branch 42."

[18] Report of Investigating Justice Eubolo G. Verzola, pp. 37-38

[19] Id., pp. 29-33.

[20] Id., pp. 33-35.

[21] TSN, pp. 22-23, Oct. 26, 1993.

[22] His testimony that as a result of "negotiations" with respondent judge Centrum was able to obtain a copy of the draft of the decision dated June 10, 1992 is hearsay and it was objected on this ground by respondent's

counsel. See TSN, pp. 17-18, Oct. 26, 1993.

[23] TSN, p. 5, Oct. 28, 1993.

[24] See Exh. 6, p. 4; Rollo, p. 83.

[25] TSN, p. 4, Oct. 28, 1993.

[26] TSN, p. 14, Oct. 26, 1993.

[27] TSN, p. 51, Oct. 28, 1993.

[28] Id, p. 52.

[29] See Exh. A-8, pp. 10-11; Rollo, pp. 38-39.

[30] TSN, pp. 32, Oct. 26, 1993; Exh. D-2.

[31] Id. Exh. C-2-a.

[32] TSN, pp. 22, Oct. 28, 1993.

[33] Id., p. 17.

[34] Id., p. 44.

[35] Id., pp. 40 and 41.

[36] *Mangulubnan v. Tecson*, 101 SCRA 810, 814.

[37] The MTCC decision merely states: "WHEREFORE, IN THE LIGHT OF THE FOREGOING, judgment is rendered in favor of the plaintiff, ordering . . . 3. the defendants . . . to pay the rent for the succeeding months until the premises is vacated or surrendered to the plaintiff"

[38] Exh. 8, pp. 65-66.

[39] *Estela v. Court of Appeals*, 111 SCRA 581.

[40] Comment, p. 10, Rollo, p. 64.

[41] That case and Civil Case No. 6921 (17295) became eventually the subject of a compromise agreement.

[42] Exh. I-1.

[43] See TSN, pp. 19-28, Oct. 26, 1993.

[44] *Abastillas v. Chua*, 234 SCRA 29.

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