

LEOPOLDO E. SAN BUENAVENTURA, COMPLAINANT, VS. JUDGE ANGEL S. MALAYA, AS JUDGE OF THE REGIONAL TRIAL COURT, BRANCH 22, NAGA CITY AND ATTY. OMAR M. C. ALAM, RESPONDENTS.

A.M. No. RTJ-91-744. August 01, 2002

Ponente: KAPUNAN, J.

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KAPUNAN, J.:

Complainant Atty. Leopoldo San Buenaventura charges respondent Atty. Omar M.C. Alam with bribing respondent Judge Angel S. Malaya of the Regional Trial Court (RTC) of Naga City, Branch 22 in order to secure a favorable order. Also charged by complaint of receiving bribe money was Judge Milagros Caguioa of the Pasig RTC, Branch 165 but the complaint was dismissed as against her in view of her retirement prior to the filing of complaint.[1]

From the pleadings and the Investigating Justice's Report appears the following antecedents:

The administrative complaint stems from two related cases. The first is Civil Case No. R-570, entitled "Irene P. Mariano (now Irene P. Relucio), plaintiff, vs. Francisco M. Bautista, defendant," pending before respondent Judge Malaya. The second is Special Proceeding No. 8872, captioned "In the Matter of the Allowance of the Will of Irene Pena Relucio, Rolando S. Relucio, applicant, vs. Jose P. Mariano and Erlinda Mariano Villanueva, oppositors," assigned to then Judge Caguioa.

Complainant was the former counsel of Jose Mariano and Erlinda Mariano-Villanueva in Civil Case No. R-570. Complainant's clients were legal representatives appointed by the court in said case with the power to administer the property of the estate of the original plaintiff, Irene P. Mariano. On the other hand, respondent Atty. Alam was the collaborating counsel for the defendant, Francisco Bautista in the same civil case. He was also the collaborating counsel for Jose Mariano and Erlinda Mariano-Villanueva in SP No. 8872. After the money judgment in favor of Francisco Bautista was fully satisfied, respondent lawyer was retained as collaborating counsel for Jose Mariano and Erlinda Mariano Villanueva in Civil Case No. R-570.

On January 29, 1990, complainant, in behalf of his clients, filed a motion in Civil Case No. R-570 to withdraw the balance of the proceeds of the auction sale and the consigned rentals to pay the estate and real estate taxes. Respondent Judge Malaya denied the motion in view of a temporary restraining order issued by the Court of Appeals in CA-G.R. SP No. 19533. Complainant did not move for the reconsideration of the order denying the motion, purportedly because the denial was sufficiently grounded on the law and the facts.

Meanwhile, in SP No. 8872, upon motion of respondent Atty. Alam, counsel for the heirs of the deceased Jose Mariano, Judge Caguioa appointed Danilo David S. Mariano as special administrator of the estate of the late Irene Pena Mariano (Relucio), per Order dated February 27, 1990.

On May 29, 1990, respondent Atty. Alam, representing the heirs of Jose P. Mariano and the special administrator,

filed a motion in Civil Case No. R-570 for the reconsideration of the Order dated February 27, 1990. He pointed out that the motion to withdraw the balance of the proceeds was filed by complainant Atty. San Buenaventura; that Atty. San Buenaventura is no longer the counsel for Erlinda Marinao-Villanueva and that the new attorney-in-fact interposes no objection to the motion for reconsideration. He also stressed that while the temporary restraining order issued by the Court of Appeals in CA-G.R. No. 19533 was broad in scope, the writ of preliminary injunction issued by the appellate court was limited to “enjoining the public respondent from enforcing the writ of possession affecting the subject property covered by TCT No. 20201 and the private respondent from disposing it.” He added that the matter of withdrawing the balance of the proceeds of the sale and consigned rentals is outside the prohibition of the injunctive writ.

Finding the motion meritorious, respondent Judge Malaya issued an Order dated June 4, 1990 granting the motion for reconsideration thus allowing special administrator Danilo David S. Mariano to withdraw the balance of the proceeds of the auction sale deposited with the Clerk of Court, Naga City:

WHEREFORE, the Court hereby directs as follows:

a) On the motion to pay realty taxes due the City Government of Naga the special administrator Danilo David S. Mariano is authorized to withdraw from the auction sale balance deposited with the Clerk of Court, RTC Naga the sum of P95,941.31 to pay the said realty tax on subject property for the years 1981-1989. The Clerk of Court is hereby instructed that 50% of P47, 870.00 of said amount be paid in check payable to the “city government of Naga City” care of the City Treasurer, with the balance to the said estate of Macario Mariano care of said special administrator;

b) On the motion for reconsideration of the Order of this Court dated February 27, 1990, the said Order is hereby RECONSIDERED. The said Estate, thru said special administrator Danilo David S. Mariano is hereby authorized to withdraw whatever money/ies held in deposit by the Clerk of Court, RTC Naga, representing the balance of auctional minus the realty tax payment and other service fees due said Office allowable by law;

c) x x x.

SO ORDERED.[2]

Complainant alleges that in consideration of said Order, respondent Judge Malaya of received bribe money in the amount of P60,000.00 from respondent Atty. Alam. In his letter-complaint dated September 27, 1991, Atty. San Buenaventura charged:

- JUDGE MILAGROS V. CAGUIOA, Presiding Judge, Regional Trial Court, National Capital Judicial Region, Branch 165, Pasig, Metro Manila, for receiving bribe money in the amount of FIFTY THOUSAND (P50,000.00) PESOS from DANILO DAVID S. MARIANO and ATTY. OMAR M.C. ALAM as evidenced by handwritten and typewritten reports, Annexes “A” and “B”, of DAVID S. MARIANO in liquidating the P337,000.00 balance of the auction money paid for the real estate properties of the Estate of Dona Irene P. Mariano-Relucio, the probate proceedings (IN THE MATTER OF THE ALLOWANCE OF THE WILL OF IRENE P. RELUCIO - SP. PROC. NO. 8872) which is pending in her sala. The said FIFTY THOUSAND (P50,000.00) bribe money was given to the said Judge upon the instruction by and thru ATTY. OMAR M.C. ALAM, counsel of the administrator DANILO DAVID S. MARIANO and with the latter’s consent and approval, apparently in exchange for her ORDER, Annex “C” appointing accused DANILO DAVID S. MARIANO, as Special Administrator of the said estate, despite lack of qualifications as such and in the absence of due notice and court hearing in gross violation of the Rules of Court and applicable jurisprudence, and to the prejudice and disadvantage of the other heirs and the creditors of the estate.

- JUDGE ANGEL S. MALAYA, Presiding Judge of the Regional Trial Court, Branch 22, Fifth Judicial Region,

Naga City, for RECEIVING bribe money in the amount of SIXTY THOUSAND (P60,000.00), from Danilo David S. Mariano, but actually and personally handed to him by Ms. LYDIA GAYA, upon his instruction, in two letter envelopes, P50,000.00 for Judge Malaya and the other P10,000.00 for the Executive Judge (Nepomuceno) as alleged by Judge Malaya, and, ORDERING, Annexes “D” and “E”, without due notice and proper hearing, the released of the P337,709.51, deposited in court (under his sala), to the accused Administrator, instead of paying the said amount directly to the City Treasurer of Naga for real estate taxes due the estate, as moved and prayed for, in a motion Annex “G” filed, by the undersigned complainant, thereby causing undue injury to the other heirs of the decedent and the creditors of the estate, including the government for non-payment of taxes and GIVING the administrator and his relatives and their lawyer unwarranted benefit, advantage and preference in the discharge of his judicial function through manifest partiality and evident bad faith.

- ATTY. OMAR M.C. ALAM, as officer of the court, in persuading, inducing or influencing the aforementioned judges to issue Orders that are grossly violative of the Rules of Court and existing jurisprudence and in actually and personally GIVING the bribe money of FIFTY THOUSAND (P50,000.00) PESOS to JUDGE MILAGROS V. CAGUIOA and SIXTY THOUSAND (P60,000.00) PESOS to JUDGE ANGEL S. MALAYA.[3]

Attached to the complaint is Annex “A”[4] which appears to be a list of expenses, handwritten, unsigned and stating:

50,000

-

Judge Malaya S.O.P.

10,000

Judge Nepomuceno S.O.P

15,000

-

Processing fees/Sheriff/Transportation/Freight of Furnitures Fixtures From OLV House

50,000

-

Judge Caguioa S.O.P.

10,000

-

BIR (Atty. Tomas Cariño)

10,000

-

Casureco/Fire Dept For Installation of
Electricity

5,000

-

City Engineer's Office

150,000

-

Annex "B," consisting of one page, is a typewritten breakdown of the proceeds from the auction sale. Under the heading "LEGAL/EXPENSES" the amount of P50,000.00 appears before the entry "Judge Malaya's S.OP.," thus:

LIQUIDATION OF PROCEEDS

FROM AUCTION SALE

P 337,709.51

-

AMOUNT OF PROCEEDS

EXPENSES:

I TAXES

- P47,870

-

OR No. 6354241

-

Paid to City

Government for Real

Property Taxes

II LEGAL/EXPENSES

P 25,000

-

Administrator's Bond

50,000

-

Judge Malaya's S. OP.

10,000

-

Judge Nepomuceno's S. OP.

50,000

-

Atty. Omar Alam

15,000

-

Processing S.OP/Sheriff's fee/ Freight of fixtures, etc.

P150,000

xxx

Appended as Annex "H"[5] to the complaint is the Affidavit of one Ms. Lydia Gaya detailing the circumstances of the alleged bribery:

- In the morning of June 4, 1990, I was with Atty. Omar M.C. Alam inside the chamber of Judge Angel S. Malaya after the hearing of the Motion for Reconsideration filed by Atty. Alam in the sala of the said judge;
- On that occasion and inside the chamber of the said judge, Atty. Omar M.C. Alam offered an amount to Judge Angel S. Malaya on a "package deal" for him to grant the Motion for Reconsideration filed by the former in order to withdraw the balance of the proceeds coming from the money judgment on the auctioned property owned by the estate;
- On June 5, 1990, Atty. Omar M.C. Alam left for Manila leaving me a verbal instruction to follow up the Order from Judge Malaya;
- After receiving a copy of the Order granting the Motion for Reconsideration, I brought it to the Clerk of Court for the preparation of the voucher, after which the voucher was forwarded to the Executive Judge, Judge Nepomuceno, for his signature who suspended the release of the voucher without the Certificate of the Finality of the Judgment;

- Because of that requirement, I went back to the chamber of Judge Malaya informing him about it, and he told me that it is not necessary because it was just a carry over of the previous withdrawal of the money judgment paid to Mr. Francisco Bautista and told me that he will make some arrangement with Judge Nepomuceno;
- That is where I asked him already how much was the commitment of Atty. Omar M.C. Alam and he answered that it was FIFTY THOUSAND (P50,000.00) PESOS for him and another TEN THOUSAND (P 10,000.00) PESOS for Judge Nepomuceno, and Judge Angel S. Malaya demanded a partial payment of TEN THOUSAND (P10,000.00) PESOS for he needed to be sent to Manila for his children for tuition fees;
- The day after Danilo S. Mariano gave me an envelope containing money which I personally handed to Judge Angel S. Malaya in the presence of the wife of Danilo David S. Mariano and him inside the chamber;
- I waited for Judge Malaya inside his chamber and after a while he returned and gave me the voucher already signed by Judge Nepomuceno and I gave the same to the clerk of court who forwarded the same to the Provincial Capitol;
- After a few days, the check in the name of the Clerk of Court of Camarines Sur was forwarded to her office who endorsed the same and instructed one of her subordinates to encash the said check in the amount of THREE HUNDRED THIRTY SEVEN THOUSAND SEVEN HUNDRED NINE PESOS and FIFTY ONE CENTAVOS (P337,709.51) PESOS while I and Danilo David S. Mariano were waiting inside the office of the said Clerk of Court;
- After lunch the said subordinate of the Clerk of Court arrived with the money and turned it over to the Clerk of Court who took from that money FORTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY (P47,870.00) PESOS pertaining to taxes due to the City government of Naga as per Order of Judge Angel S. Malaya;
- The entire balance was handed by the Clerk of Court to the Administrator of the Estate, Danilo David S. Mariano who proceeded with me to Bank of Philippine Islands, Naga City and opened an account under his name and thereafter we went home;
- The next day at about 9:30 a.m., Danilo David S. Mariano came to my pad requesting me to accompany him to go to the bank to withdraw some money as his commitment to Judge Malaya;
- After he withdrew the money from Bank of Philippine Islands, Naga City Branch, I and Danilo David S. Mariano went straight to the sala of Judge Malaya and on the stairs up to the said office, Danilo David S. Mariano handed to me two envelopes containing money and instructed me to give the same to Judge Angel S. Malaya which I handed down to the said judge in his presence without opening the envelopes, and thereafter, we immediately left for home;
- In the morning of April 10, 1991, I went to the sala of Judge Angel S. Malaya to show to him an affidavit executed by Danilo David S. Mariano denying the handing out the money to the said judge; who, upon seeing the affidavit, asked me to request Atty. Leopoldo E. San Buenaventura for a conference at Hotel Mirabella at Naga City;
- told Atty. Leopoldo E. San Buenaventura who was then attending to a case in the sala of Judge Julian Ocampo in an adjoining building, who acceded to such request and we followed Judge Angel S. Malaya to the said Hotel Mirabella a little later after attending the said hearing;
- The three of us, Judge Malaya, Atty. San Buenaventura and I joined in one table at the second floor of said hotel and took our merienda;
- It is in this occasion, that Judge Angel S. Malaya requested Atty. San Buenaventura not to include them in this

problem because were it not for me and Atty. Omar M.C. Alam who made the offer which he did not demand anyway, but accepted the same thinking that you are in good terms, referring to Atty. San Buenaventura and Atty. Omar M.C. Alam who had the same common stand;

- The judge asked Atty. San Buenaventura to make a deal for three times shaking hands with him for which Atty. San Buenaventura was silent for the first two shaking of hands, but on the third time told the judge that his back was pushed hard to the wall by them that the answer depends on Atty. Omar M.C. Alam and Danilo David S. Mariano for which the judge promised to go to Manila and talk to Atty. Omar M.C. Alam and to see Atty. San Buenaventura in his office about it and even checking his address at Mile Long Building if it is still the same, after which the Judge left earlier and the two of us likewise left the said restaurant;

- I am executing this affidavit to state the truth and to attest to the fact that I was just instructed by Atty. Omar M.C. Alam to follow up the papers with the office of Judge Angel S. Malaya and to further instructions from Danilo David S. Mariano to give the money to said judge without touching the money contained in the envelopes.-

Annex "I" is Atty. San Buenaventura's own Affidavit alleging that:

1. - In the morning of April 10, 1991, I was requested by Judge Angel S. Malaya, thru Lydia R. Gaya, to see him at Hotel Mirabella, Naga City, and after finishing my hearing in the sala of Judge Julian Ocampo, I proceeded with her and my group of relatives and friends, in the person of Pio Alcantara, Tino Encinas, Nido Encinas, Freddie Badiola and Baidis Rivera, whom I left in the corridor of said hotel;
2. - When I and Lydia R. Gaya arrived at the restaurant of that hotel at the second floor, the said judge was already there waiting for us, and after ordering merienda, we, referring to Lydia, I and Judge Angel S. Malaya had a conversation regarding the Mariano case;
3. - Judge Angel S. Malaya directly admitted and confessed to me, in front of Lydia R. Gaya, that he accepted the money because of the offer of Atty. Omar M.C. Alam and without demanding for it, thinking that I and Atty. Alam are in good terms;
4. - In three instances, during that merienda meeting, the said Judge Angel S. Malaya offered "a deal" which I did not answer or make any comment, except on the third time when I told him that Atty. Omar Alam and Danilo David S. Mariano had pushed my back behind the wall too hard that I cannot do anything about it now; otherwise, I am now the one appearing to be the liar;
5. - At this instance, Judge Malaya requested me "not to implicate them" and offered to see Atty. Omar Alam and bring him to my office to talk about this matter and volunteered to settle the same, and even asked if my office is still situated at Mile Long Building at Makati, which I readily answered in the affirmative;
6. - After finishing our merienda, the said Judge left ahead and leaving I and Lydia Gaya behind.
7. - Thereafter, I rejoined my group of relatives and friends and left the said Hotel and we proceeded home and Lydia R. Gaya left also for home.
8. - I am executing this affidavit to document the admission and confession of Judge Angel S. Malaya, in the presence of Lydia Gaya, of his receipt of the bribe money in the Mariano case.

Finally, Annex "G"[6] is the Affidavit of one Salvador N. Rivera, who was allegedly present when Ms. Gaya narrated that she gave the bribe money to respondent Judge Malaya.

Handwritten at the bottom of the page are the words, "Submitted by: Danny Mariano."

In this Court's Resolution dated May 28, 1992, respondents Judge Malaya and Atty. Alam were directed to file

their respective comments.

Respondent Judge filed his comment on August 4, 1992, while Atty. Alam filed his comment only on August 1, 1994.

In his comment dated August 4, 1992, his reply to complainant's rejoinder dated January 13, 1993 and supplemental comment dated June 25, 1993, respondent Judge denied the charges against him. The Report of the Investigating Justice summarizes the defenses interposed by respondent Judge, including, among others:

1. The issuance of the June 4, 1990 Order was proper and regular. The motion for reconsideration was filed by co-respondent Atty. Alam and was set for hearing on June 4, 1990. The motion also stated that Atty. San Buenaventura ceased to be the counsel for and attorney-in-fact of Erlinda Mariano-Villanueva. If a party litigant disagrees with an order of a judge, it is his right to challenge it in a proper forum, not in an administrative case against the judge.
 2. There was no undue advantage or benefit derived by any party or creditors as a result of the issuance of the June 4, 1990 Order. First, the desired payment was ordered paid to the City Government of Naga. Second, the balance was released neither to Jose Mariano or Erlinda Mariano-Villanueva, nor to the surviving spouse Rolando Relucio (2nd marriage). It was released to the estate of Macario and Irene Mariano. Moreover, the special administrator was duly bonded.
 3. Complainant lawyer filed the complaint to get even with respondent Judge for having been dismissed as counsel and attorney-in-fact of Erlinda Mariano Villanueva. After respondent Judge denied the right to redemption of complainant's client, Erlinda Villanueva, complainant was terminated as counsel and attorney-in-fact, as a result of which he lost his contingent fees.
 4. There are glaring inconsistencies in the charges filed by complainant. In the letter-complaint, complainant alleged that it was Atty. Alam who actually and personally gave the bribe money to respondent Judge. In his affidavit, he stated that when respondent Judge received the bribe money coming from Danilo David S. Mariano, it was personally handed to respondent Judge by Ms. Lydia Gaya.
 5. There are material and substantial inconsistencies in the two sworn statements of Lydia Gaya. In her first sworn statement, she allegedly handed an envelope containing money to the respondent Judge. The inference is that Gaya did not know how much was inside the envelope. However, in her supplemental affidavit she mentioned that she handed to respondent Judge a partial payment of ten thousand pesos.
- Too, the letter-complaint alleged that respondent Judge received 60,000.00 as bribe money. However, in the sworn statements of Lydia Gaya, the bribe money allegedly received by respondent Judge totaled P70,000.00.
6. Lydia Gaya has an ax to grind against the Marianos, and in order to hit back at them, she joined forces with complainant.
 7. Respondent vehemently denied receiving the bribe. In his meeting with complainant and Lydia Gaya at Mirabella Hotel, he denied having received bribe money from Danilo David Mariano. It was complainant who demanded from respondent Judge to put pressure on the estate administrator to voluntarily resign and for him to render a favorable decision in favor of complainant in an annulment of marriage pending before his sala.[7]

Attached as Annex "11"[8] to respondent Judge's comment is a "Supplemental Affidavit" executed by Lydia Gaya, which affidavit was filed before the Ombudsman.[9]

Annexes "12" to "14"[10] of respondent Judge's comments are affidavits executed by Danilo Mariano, the special administrator of the estate of Irene Mariano (Relucio). Mr. Mariano vehemently denied bribing respondent Judge and expressed his confidence in the latter's integrity. He also dismissed the "alleged handwritten and typewritten liquidation reports"[11] as fabrications, and claimed that the charges were ill-motivated and done to

spite the Mariano family.

For his part, respondent Atty. Alam likewise refuted the charges against him. Respondent lawyer claimed that he was not present and he has no knowledge of the enforcement of the order releasing the P337,707.51. Complainant's own client, who was also respondent's client, never complained about the release of the balance of the auction sale.

In a "Manifestation"[12] dated April 14, 1993, complainant accused respondent Judge of "trying to suppress the evidence" in the present administrative case "by asking the principal witness, Lydia R. Gaya, to sign an Affidavit retracting ... her previous sworn statements . . ." Ms. Gaya allegedly declined the offer of P30,000 to P50,000 for her retraction. She executed an Affidavit, attached to the manifestation, stating that:

AFFIDAVIT

1.- On September 18, 1992, Judge Angel S. Malay requested for a meeting primarily to discuss the case OMB No. 0-91-2189 in the chamber of Regional Trial Court Judge in Iriga City, whom I will be constrained to name as my witness if Judge Angel S. Malaya will dispute the statements herein;

2.- On that meeting, Judge Angel S. Malaya asked me to retract my previous statements in the Affidavit I executed before Notary Public Benjamin A. Moraleda and the Supplemental Affidavit I executed before Tanodbayan Special Prosecutor, Victor A. Pascual, which were both submitted to the Ombudsman in the aforesaid case;

3.- Judge Angel S. Malaya presented to me an affidavit already prepared for my signature, Annex "A" hereof, which I pulled out a copy, after reading the contents without him noticing it, but seen by the unnamed Judge and Mrs. Maria Vda. De Nido whom I requested to accompany me to witness what will happen during that meeting, knowing the habit of Judge Angel S. Malaya in distorting the truth;

4.- After reading the annexed affidavit and after pulling out a copy without his knowledge, I declined the request of Judge Angel S. Malaya and refused to sign the same for it contains falsehood and not the truth, and, worse, because of his sounding me of and other people with a financial consideration of THIRTY FIVE THOUSAND (P35,000.00) PESOS to FIFTY THOUSAND (P50,000.00) PESOS.[13]

Subsequently, complainant filed another "Manifestation"[14] attached to which was an unsigned "Affidavit," which respondent Judge purportedly asked Ms. Gaya to execute. The "Affidavit"[15] was supposed to be a retraction by Ms. Gaya of her previous affidavits accusing respondents of bribery. The "Affidavit" states in full:

A F F I D A V I T

I, LYDIA R. GAYA, of legal age, Filipino, married with residence and postal address at No. 7, Blumentritt Street, Naga City, after having been duly sworn to in accordance with law, hereby declare and say, that:

- I have executed an affidavit on April 29, 1991 in Quezon City sworn to before Benjamin A. Moraleda, Notary Public a law associate of Atty. Leopoldo San Buenaventura, in connections with the letter-complaint filed by Atty. Leopoldo San Buenaventura with the OMBUDSMAN (OMB No. 0-91-2189) against Judge Angel S. Malaya, Presiding Judge, RTC Br. 22, Naga City, and others and thereto marked as Annex "H", for violation of RA 3019;

- 2. I have also executed a Supplemental Affidavit on October 30, 1991 in the City of Manila, sworn to before Victor A. Pascual, Tanod-bayan Special Prosecutor, also in connection with OMB-No. 0-91-2289, and duly filed in said case;

- In connection with said affidavit and supplemental affidavit executed by me, I was harassed, intimidated and

threatened by Atty. Leopoldo San Buenaventura that should I refuse to cooperate with him I shall be included as an accused together with Judge Malaya, Judge Milagros Caguioa, Atty. Omar MC Alam, and Danilo Mariano in a case he then intended to file before the OMBUDSMAN;

- Because of the harassment, intimidation and threats aforesaid I reluctantly signed the said affidavit already prepared by Atty. Leopoldo San Buenaventura, who did not even allow me to read the affidavit which signed on April 29, 1991. Moreover, being a woman, the threat, intimidation and harassment were taking a serious effect on my health and mental state;

- In my affidavit, which was already prepared, of which I was not allowed to read, particularly paragraph 13, but which I learned about much later, it says:

“13. After he withdrew the money from the Bank of the Philippine Islands, Naga City Branch, I and Danilo David S. Mariano went straight to the sala of Judge Malaya and on the stairs up to the said office Danilo David S. Mariano handed to me two envelopes containing money and instructed me to give the same to Judge Angel S. Malaya which I handed down to the said judge in his presence without opening the envelopes, and thereafter we immediately left for home;

is not a statement I voluntarily gave. What I handed and gave to Judge Malaya was an open envelope containing, not money but a compliance motion attaching the list of movable property belonging to the Mariano's inside the auctioned property;

- When on April 10, 1991 Judge Malaya, Atty. Leopoldo San Buenaventura and myself met at Hotel Mirabella, Naga City, alleged in my affidavit said Judge Malaya emphatically denied having asked, demanded, or received bribe money from Atty. Omar MC Alam, the Mariano's and myself, or have ever admitted having received bribe money;

- After the denial by Judge Malaya of having asked, demanded or received bribe money, again Atty. Leopoldo San Buenaventura harassed, intimidated and threatened me that should I refuse to sign a Supplemental affidavit something will happen to me, so I reluctantly signed said Supplemental Affidavit even without reading to ensure my safety;

On April 27, 1994, the office of the Court Administrator received a letter[16] from Lydia R. Gaya, attached to which was an Affidavit dated March 1994, stating that she was retracting her statements regarding the alleged bribery of respondent Judge:

I LYDIA R. GAYA, of legal age, filipino, married, residing at 3105 Davila St., Pasong Tamo, Makati, Metro Manila after having been duly sworn according to law, deposes and say that:

1. On april 29, 1991 I have executed a sworn affidavit, in connection with the sworn letter-complaint filed by the Atty. Leopoldo San Buenaventura with the OMBUDSMAN (OMB No. 0-91-2289) against Judge Angel S. Malaya, RTC Br. 22, Naga City, Judge Milagros Caguioa, RTC Br. 165, Pasig, MM, Atty. Omar MC Alam, and Danilo David Mariano;

1. In said affidavit I stated, among others -

“13. After he withdrew the money from the Bank of the Philippine Islands, Naga City, I and Danilo S. Mariano went straight to the sala of Judge Malaya and on the stairs up to the said office, Danilo David S. Mariano handed to me two envelopes containing money and instructed me to give the same to Judge Angel S. Malaya which I hand down to said Judge in his presence without opening the envelopes, and thereafter we left for home;”

3. On October 30, 1991 I also executed a supplemental affidavit, in which it is stated, among others,

“10. After he withdrew the money from the Bank of the Philippine Islands, Naga City Branch , I and Danilo David S. Mariano went straight to the sala of Judge Malaya and on the stairs up the said office, Danilo David S. Mariano handed to me two envelopes, one containing P50,000.00 and the other P10,000.00 containing money and instructed me to give the same to Judge Angel S. Malaya which I handed down to said Judge in his presence without opening the envelopes, and thereafter we immediately left for home;”

4. I hereby freely and voluntarily RETRACT both statements in the affidavit and supplemental affidavit, because the statements are not true. I never handed Judge Malaya any envelope containing money at anytime in his office or elsewhere.

5. The Affidavit and supplemental affidavit aforesaid were already prepared by Atty. Leopoldo San Buenaventura in his office for me to sign, and who promised to help and take care, and I affixed my signature because I and Atty. Leopoldo San Buenaventura had a common reason to hate, gripe, against Helen and Danilo Mariano, who refused to honor their promise to give me the apartment owned the said Marianos’ I was then occupying in Naga City. And on the part of Atty. San Buenaventura, having lost in the redemption incident/case he handled for his client Erlinda Mariano-Buenaventura, before Judge Malaya, he suspected Judge Malaya, and Helen and Danilo Mariano as the cause for Atty. San Buenaventuras’ removal as both attorney-in-fact and counsel, thereby losing control of the estate, now worth P100 Million and his 25% share of said estate by way of attorney’s fees per contract.

6. I have done Judge angel S. Malaya a very grave wrong and injustice by false imputation of receiving bribe money when Judge Malaya never received money from me, and to ease the pain of conscience bothering me now, I do hereby RETRACT those aforesaid wrong imputation.

7. Of Atty. Omar MC Alam whom I also alleged to have given instructions to me on the matter of the bribe money, I freely and voluntarily state now that Atty. Omar MC Alam never gave me instructions regarding the giving of bribe money.

8. I have really caused injustice to Judge Angel S. Malaya, his honor, integrity and career, and my conscience is bothering me, hence I hereby RETRACT all my statements in the said affidavit and supplemental affidavit I have signed.

AFFIANT FURTHER SAYETH NONE.

Makati, Metro Manila, March 1994.

(Sgd.) LYDIA R. GAYA

LYDIA R. GAYA

Affiant.

In her letter, Ms. Gaya claimed that she was “bothered by [her] conscience, causing [her] sleepless nights because [she has] done a grave injustice to Judge Angel S. Malaya and Atty. Omar MC Alam.”

On July 28, 1995, the Court referred the case to Justice Ruben Reyes of the Court of Appeals for investigation, report and recommendation.

On April 26, 2001, Justice Reyes submitted his report recommending the exculpation of respondents for insufficiency of evidence. He explained:

An administrative complaint where the respondents stand to face the penalty of dismissal or disbarment is akin to a criminal action which may result in the loss of life or liberty of the accused. Hence, the rule that it is the prosecution who has the burden of proof equally applies to an administrative proceeding. The Supreme Court will exercise its disciplinary power only if the complainant establishes his or her case by clear, convincing and satisfactory evidence. (Narag vs. Narag, 291 SCRA 451).

First. Complainant has no personal knowledge on how the alleged bribery and its acceptance took place. He relies heavily on the sworn statements of Lydia Gaya. However, as mentioned in respondent Judge's defenses, Gaya's statements do not jibe with the complainant's story. There is uncertainty on who actually delivered the bribe money. In paragraph 3 of the letter-complaint, it is alleged that it was respondent Atty. Alam who "actually and personally" gave the bribe money to respondent Judge Malaya and Judge Milagros Caguioa. On the other hand, in paragraph 2 of the complaint and in the affidavit of Lydia Gaya, it is stated that respondent Judge received the bribe money from Ms. Lydia Gaya.

Second. The sworn statements of Lydia Gaya are replete with inconsistencies on material points. In her April 29, 1991 affidavit, she stated that Danilo David S. Mariano handed to her the two envelopes, one containing P10,000.00 and another containing P50,000.00. She allegedly delivered them to the judge without opening the envelope. She, however, did not explain why she came to know the total amount she allegedly handed to the judge when she admitted that she did not open the envelope.

Third. The records show that on January 29, 1995, the Sandiganbayan dismissed Criminal Case No. 18969 against respondents for failure to prosecute. (Rollo, p. 307). The main witness for the prosecution in the person of Lydia Gaya failed to show up during the scheduled hearings, despite due notice. Earlier, under date of April 13, 1994, witness Lydia Gaya sent a letter addressed to the Supreme Court submitting her sworn statement dated March 17, 1994 where she recanted her previous statements against respondents.

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The dismissal of the criminal case and the affidavit of recantation executed by the principal witness has left the evidence for the complainant in shambles.

Fourth. The sworn statement of Salvador Rivera has also no probative value. It smacks of hearsay. It merely stated that Lydia Gaya informed affiant and complainant on how the alleged bribery happened.

Fifth. On the charge that respondent Judge violated the rules when he issued the questioned order and as a result of which it allegedly caused undue injury to the other heirs of the decedent and the creditors of the estate, the same is without merit.

It is a matter of public policy that in the absence of fraud, dishonesty or corruption, the acts of a judge in his judicial capacity are not subject to disciplinary action even though such acts are erroneous. (Boquiren vs. Del Rosario-Cruz, 244 SCRA 702 [1995]). A judge cannot be administratively held liable for an erroneous ruling on first impression and malice cannot be inferred from his having rendered an order rectifying an earlier impression without proof beyond doubt of a conscious and deliberate intent on his part to commit injustice by such acts (Castanos vs. Escano, Jr., 251 SCRA 174 [1995]).

Respondent judge adequately explained why he granted the motion for reconsideration. Moreover, not one among the alleged affected parties, such as the other litigants and creditors, protested the questioned order. Hence, it cannot be said that it created undue injury to them.

Sixth. There is a grain of truth to the defense of the respondent judge that the filing of this case was ill-motivated, being retaliatory in nature, arising from the dismissal of the complaint as counsel and attorney-in-fact of Erlinda Mariano Villanueva. He lost a valuable client as a result of two unfavorable orders issued by the respondent judge. The first is the order denying the right of redemption of his client; the second is the order denying his own motion to withdraw the balance of the proceeds of the auction sale.

In *Castanos vs. Escano*, *supra*, citing the case of *Lopez vs. Fernandez*, it was held that:

“Numerous administrative charges against erring judges have come to this Court and We viewed them with utmost care, because proceedings of this character, according to *BF Horilleno* [43 Phil 212 (1922)], as set forth in the opinion of Justice Malcolm, are in their nature highly penal in character and are to be governed by the rules of law applicable to criminal cases. The charges must therefore be proved beyond reasonable doubt. This 1922 decision has been subsequently adhered to in a number of cases decided by this Court.

Undoubtedly, the foregoing discussion equally applies to the case of respondent Atty. Alam. There is no appreciable evidence to support the charge that he induced or influenced either Judge Malaya or Judge Caguioa to issue any improper order or that he bribed any of these judges.[17]

The Court finds the foregoing assessment consistent with the sparse evidence presented by complainant.

ACCORDINGLY, the complaint is DISMISSED for insufficiency of evidence.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Vitug, Ynares-Santiago, and Austria-Martinez, JJ., concur.

[1] Rollo, p. 21.

[2] *Id.*, at 8-9.

[3] *Id.*, at 1-2.

[4] *Id.*, at 3.

[5] *Id.*, at 18-20.

[6] Rollo, pp. 15-17.

[7] Report Investigation, pp. 6-7.

[8] Rollo, pp. 100-102.

[9] Respondent Judge was also charged before the Ombudsman of bribery and, thereafter, with the Sandiganbayan (Criminal Case No. 18969, entitled “People of the Philippines, Plaintiff, versus Judge Angel S. Malaya, Accused.) on the basis of the same facts from which the present case arose. In the Resolution dated June 1, 1993, the Court held in abeyance the administrative proceedings pending the outcome of the criminal case. (Rollo, p. 181). In an Order dated January 24, 1995, the Sandiganbayan dismissed Criminal Case No. 18969. When the case was called for trial the prosecution manifested that it was not ready to prosecute, the principal witness, Lydia R. Gaya, having failed to appear in court despite notice. The defense, invoking the constitutional right to a speedy time moved to dismiss the case, manifesting that the case was called twice previously and the witnesses never appeared. The dismissal was provisional but shall be considered permanent if the prosecution fails to review or reinstate the case within one year. (*Id.*, at 307).

[10] *Id.*, at 103-110.

[11] See Annexes A and B of Complaint, *supra*.

[12] *Id.*, at 149-150.

[13] *Id.*, at 151.

[14] *Id.*, at 177-178.

[15] *Id.*, at 179-180.

[16] *Id.*, at 277.

[17] Investigation Report, pp. 9-13.

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