

EXECUTIVE JUDGE AIDA RANGEL-ROQUE, METROPOLITAN TRIAL COURT (METC), MANILA, COMPLAINANT, VS. GERARDO S. RIVOTA, BRANCH CLERK OF COURT, METROPOLITAN TRIAL COURT (METC), BRANCH 11...*A.M. No. P-97-1253. February 02, 1999*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/8564113170a7/>**PER CURIAM:**

This is a complaint charging respondent Gerardo S. Rivota, branch clerk of court, Branch 11 of the Metropolitan Trial Court (MeTC) of Manila, with dishonesty, gross violation of existing rules and regulations, and conduct grossly prejudicial to the best interest of the service. The complaint was filed by Executive Judge Aida Rangel-Roque of the MeTC of Manila, on the basis of a letter, dated January 16, 1997, of Judge Lydia Querubin Layosa, pairing judge of Branch 11 of the MeTC of Manila.

In her letter, Judge Layosa reported that in the course of a hearing on a motion to withdraw rental deposits held in Civil Case No. 128131-CV (Teofista Pilapil v. Jorge Disuanco) on December 19, 1996, respondent admitted that he deposited in his personal account in the Land Bank of the Philippines the rentals in the total amount of P170,199.54, covering the period March 1991 to November 1996, which the defendant in that case had consigned in court and that, in another case (Civil Case No. 149361-CV, Ester V. Manlicon vs. Cetus Development, Inc.), he did not turn over to the clerk of court the money given to him by the plaintiff as rentals, totalling P8,000.00, for the period from August 1995 to November 1996 until December 20, 1996.

Upon the recommendation of the Office of the Court Administrator (OCA), respondent was required to answer the charges and, in the meantime, was placed under preventive suspension. The matter was likewise referred to the Office of the Ombudsman for possible criminal prosecution of respondent.

In his answer, respondent alleged that he deposited the rentals in Civil Case No. 128131-CV in his personal account upon the insistence of defendant Jorge Disuanco and without objection from the plaintiff Teofista C. Pilapil; that the total amount of P172,444.20 was later paid by him to the plaintiff on January 29, 1997; and that in depositing the rentals in his personal account, he realized he committed a "blunder," but it was made in good faith. Respondent did not answer allegations that, in another case (Civil Case No. 149361-CV), he received rentals for deposit during the period August 1995 to November 1996 but did not turn over the amounts to the clerk of court until December 20, 1996. Respondent pleaded for "mercy," stating that he had been in the government service for thirty years and that an "unblemished record" is his only "legacy to his children." He pointed out that none of the parties in Civil Case No. 128131-CV ever complained against his having deposited the rentals in his personal account.

In reply, Judge Roque contended that by asking for indulgence from this Court respondent practically admitted his guilt.

On January 14, 1998, the Court referred the case to the Office of the Court Administrator for evaluation, report, and recommendation.

On April 14, 1998, the OCA submitted its report recommending that respondent branch clerk of court be dismissed from the service with forfeiture of his retirement benefits and with prejudice to employment in any branch, agency, or instrumentality of the Government, including any government-owned or controlled corporation.

The Court finds the recommendation well taken.

Circular No. 13-92, which took effect on March 1, 1992, provides in pertinent part:

CIRCULAR NO. 13-92

TO:

ALL EXECUTIVE JUDGES AND CLERKS OF COURT OF THE REGIONAL TRIAL COURTS AND SHARI'A DISTRICT COURTS.

SUBJECT:

COURT FIDUCIARY FUNDS

....

Conformably herewith, Circular No. 5, dated November 25, 1982, is hereby revoked and declared of no further force or effect. The following procedure is therefore prescribed in the administration of Court Fiduciary Funds:

Guidelines in Making Deposits

1)

Deposits shall be made under a savings account. Current account can also be maintained provided that it is on an automatic transfer of current account from savings.

2)

Deposits shall be made in the name of the Court.

3)

The Clerk of Court shall be custodian of the Passbook to be issued by the depository bank and shall advise the Executive Judge of the bank's name, branch and savings/current account number.

Guidelines in Making Withdrawals

1)

Withdrawal slips shall be signed by the Executive Judge and countersigned by the Clerk of Court.

2)

If maintaining a current account, withdrawals shall be made by checks. Signatories on the check shall likewise be the Executive Judge and the Clerk of Court.

All collections from bailbonds, rental deposits and other fiduciary collections shall be deposited immediately by the Clerk of Court concerned, upon receipt thereof, with an authorized government depository bank.

Interests earned on these deposits and any forfeited amount shall accrue to the General Fund of the government. Within two (2) weeks after the end of each quarter, the Clerk of Court shall withdraw such interest and forfeited amounts and shall remit the same to the National Treasury under a separate Remittance Advice, duplicate copy thereof to be furnished the Chief Accountant of the Supreme Court for record and control purposes.

No withdrawals, except as specifically provided in the immediately preceding paragraph, shall be allowed unless there is a lawful order from the Court that has jurisdiction over the subject matter involved.

Only one depository bank shall be maintained and said bank must be formally informed by the Executive Judge as to who are the authorized signatories to the withdrawal slips.

The deposit made by respondent in his personal account of money intended as rental deposit was discovered in the course of the hearing in Civil Case No. 128131-CV on plaintiff's Motion to Withdraw Deposits. In that hearing, respondent admitted that during the period March 1991 to December 1996, he received from the defendant Jorge Disuanco monthly rentals of P2,466.66 and that he deposited the rentals in his personal account, first in the Philippine National Bank and later in the Land Bank of the Philippines. He claimed that he later paid to the plaintiff in the case, Teofista Pilapil, the amount of P172,444.20. Pertinent portions of respondent's testimony in Civil Case No. 128131-CV follow:

COURT

So the only question now is, where is the money? Atty. Dinglasan [referring to counsel for defendant Jorge Disuanco], can you ask him if he [referring to defendant Jorge Disuanco] agrees that the total amount now as I have stated is One Hundred Seventy Two Thousand Six Hundred Seventy Six Pesos and Twenty Centavos (P172,676.20) yon ang nasusuma natin.

ATTY. DINGLASAN

Yes Your Honor, he confirms that that is the amount so far that is deposited.

COURT

Basta he admits that he had paid from March 1991 religiously up to December 1996.

ATTY. DINGLASAN

Yes Your Honor.

ATTY. TULLAO, JR.

Only at Two Thousand Four Hundred, Sixty Six and Twenty Centavos (P2,466.20) per month.

COURT

So, saan mo dineposit itong perang tinatanggap mo?

MR. RIVOTA

Sa bangko po.

COURT

In whose name?

MR. RIVOTA

Sa pangalan ko po.

COURT

Why in your name?

MR. RIVOTA

Because I have some amount deposited in that bank also in that account, Your Honor, and I have my own money.

COURT

But why did you deposit it in your own bank account?

MR. RIVOTA

I'm sorry Your Honor, I have no....

COURT

It's not a matter of being sorry, kung mamatay ka anong hahabulin ng gobyerno? Is it deposited in the name of the court or in your name?

MR. RIVOTA

In my name Your Honor.

COURT

In your name alone and together with other personal deposits that you are making?

MR. RIVOTA

Yes Your Honor.

COURT

And what are you referring to as the savings deposit is the savings bank deposit which was already submitted to me.

MR. RIVOTA

Yes Your Honor.

COURT

Witness is referring to Land Bank Savings account no. 19812120-0120-42 opened last May 22, 1996, in the name of Gerardo S. Rivota, No. 522 Makisig St., Bacood Sta. Mesa, Manila. Are you referring to this savings account passbook? Is this the official account that you opened?

MR. RIVOTA

Yes Your Honor.

COURT

For this bank deposit?

MR. RIVOTA

Yes Your Honor.

COURT

What about the previous monthly deposit since 1991?

MR. RIVOTA

They're included, everything's included.

COURT

No, no. What I mean is previous since the start.

MR. RIVOTA

Yes Your Honor.

COURT

Where are the deposits?

MR. RIVOTA

At the Philippine National Bank.

COURT

In whose name?

MR. RIVOTA

In my name Your Honor.

COURT

In your name also?

MR. RIVOTA

Yes Your Honor.

COURT

Now, why did you close the account?

MR. RIVOTA

No, I transferred it because when the Philippine National Bank was privatized and it is no longer the depository of the government, I transferred it to Land Bank.

COURT

Don't you know that rental deposit is supposed to be a fiduciary fund and anything that you would accept in your capacity as a government employee should not be deposited in your own personal account.

MR. RIVOTA

This is my first time to know.

COURT

First time? How long have you been a Branch Clerk?

MR. RIVOTA

I've been a Branch Clerk Your Honor since 1983.

COURT

So what you mean was, whenever you accept rental deposits you deposited it in your account?

MR. RIVOTA

Yes Your Honor, this is my first time. This is the only deposit that I deposited in my name, in my personal account.

COURT

You're under oath.

MR. RIVOTA

Yes Your Honor.

COURT

You can be charged criminally if you are found telling a lie.

....

MR. RIVOTA

I am not telling a lie Your Honor.

COURT

So, it is admitted all the while since 1991, you did not deposit these amount in court, but in your own personal account?

MR. RIVOTA

Not in court Your Honor.

COURT

So, how much did these rental deposits arrive?

MR. RIVOTA

I do not know Your Honor.

COURT

You do not know?

MR. RIVOTA

Because I do not know the rate.

COURT

Why, don't you know that those earnings should be returned and goes to the government?

MR. RIVOTA

Yes Your Honor.

COURT

Are all the receipts here?

MR. RIVOTA

Yes Your Honor.

COURT

And this amounts to One Hundred Seventy Two Thousand point something (P172,000.00)?

MR. RIVOTA

Yes Your Honor.

COURT

So, this savings account that you opened is actually your personal account, is that correct?

MR. RIVOTA

Your Honor, that belongs to the plaintiff deposited by the defendant.

COURT

No, but you opened a savings account deposit in your name, admitted?

MR. RIVOTA

Yes Your Honor.

COURT

Okay. And that you opened on May 22, 1996, you deposited an amount?

MR. RIVOTA

Not only in May Your Honor, way back in 1991.

COURT

No, because you're showing me a savings account deposit that was opened last May. And the initial deposit is Two Hundred Nine Thousand One Hundred Ninety Eight and Sixty One centavos, (P209,198.61). Put that on record. And on June 10, 1996, you have withdrawn an amount of One Hundred Thousand (P100,000.00). For what purpose is this withdrawal? May I ask the plaintiff if there was any withdrawal?

ATTY. TULLAO, JR. [Counsel for the plaintiff Teofista Pilapil]

No Your Honor, the plaintiff did not make any withdrawals whatsoever.

COURT

So, for what purpose was this One Hundred Thousand (P100,000.00) Pesos?

MR. RIVOTA

Because Your Honor, previously my relative mortgaged a piece of land.

In addition, Judge Layosa found that in another case, Civil Case No. 149361-CV, respondent received for deposit rentals in the total amount of P8,000.00, covering the period August 1995 to November 1996, which he did not turn over to the clerk of court until December 20, 1996. The amount is evidenced by a receipt issued by the court to the plaintiff in that case. Respondent did not deny this.

Respondent is guilty of violating Circular No. 13-92, which, as already noted, requires that rental deposits should be deposited immediately upon receipt by the clerk of court in a government depository bank; that the deposits should be made in the name of the court in which the case is pending; and that the clerk of court keep the passbook, informing the executive judge of the name of the bank, the branch thereof, and the account number. As held in *Madrid vs. Ramirez*,^[1] the fact that Circular No. 13-92 is addressed to executive judges and clerks of court does not excuse other court personnel, like respondent branch clerk of court, from non compliance with it. In the case at bar, respondent had no excuse for his failure to turn over the rentals received by him from the defendant Jorge Disuanco to the clerk of court of the Metropolitan Trial Court of Manila. He claims ignorance of Circular No. 13-92 yet he also claims that it was in Civil Case No. 128131-CV that he deposited rentals in his personal account for the first time.

At the hearing on the motion for the withdrawal of rental deposits, the defendant in the civil case, Jorge Disuanco, produced receipts for 66 months, which, at the rate of P2,466.66 per month, represent a total payment of P162,799.56. But the MeTC found that in fact the defendant paid the total amount of P172,666.20, representing

monthly rentals for 70 months from March 1991 to December 1996.[2] Indeed, respondent paid the plaintiff the amount of P172,444.20 on January 27, 1991, leaving a balance of P222.00. In addition, respondent admitted that he withdrew P100,000.00 from his account on June 10, 1996 to help a relative. At that time, the balance of his account in the bank, as shown in his passbook, was P209,298.61 while the monthly rentals totalled P155,399.58 (at P2,466.66 monthly for 63 months from March 1991 to May 1996). It follows therefore that respondent used part of the money deposited by him as monthly rentals since his personal funds were insufficient to cover the withdrawal of P100,000.00. That respondent paid the plaintiff in the civil case the amount of P172,444.20 (which is short of P222.00 since he received P172,666.20 as rentals for 70 months) does not relieve him of administrative liability.[3]

In addition, as already noted, in Civil Case No. 149361-CV respondent received rentals during the period August 1995 to November 1996 but did not pay the amount to the clerk of court until December 19, 1996.

What this Court said in *Gano vs. Leonen*[4] cannot be overemphasized:

"Public service requires the utmost integrity and strictest discipline. Thus, a public servant must exhibit at all times the highest sense of honesty and integrity. No less than the Constitution sanctifies the principle that a public office is a public trust, and enjoins all public officers and employees to serve with the highest degree of responsibility, integrity, loyalty and efficiency. The Code of Conduct and Ethical Standards For Public Officials and Employees additionally provides that every public servant shall at all times uphold public interest over his or her personal interest."

Public office is indeed a public trust. No position demands greater moral righteousness and uprightness from its occupant than does the judicial office.[5] Those connected with the dispensation of justice bear a heavy burden of responsibility.[6] Clerks of court in particular must be individuals of competence, honesty, and probity, charged as they are with safeguarding the integrity of the court and its proceedings. For failing to live up to these exacting standards, respondent should be dismissed. This is not the first time the Court has ordered the dismissal of clerks of court and other court personnel for failure to deposit fiduciary funds in authorized government depository as required by rules and regulations.[7]

That none of the parties in the MeTC complained against respondent is of no moment. For the fact is that, as a result of respondent's use of the rentals for personal gain, public trust was violated and public confidence in the judiciary was placed in serious danger.

WHEREFORE, the Court finds respondent Branch Clerk of Court Gerardo S. Rivota GUILTY of grave misconduct prejudicial to the best interest of the service and hereby orders his immediate DISMISSAL from the service with FORFEITURE of all leave credits and retirement benefits due. In addition, he is hereafter DISQUALIFIED from reemployment in the government service, including government-owned or controlled corporations.

SO ORDERED.

Davide, Jr., C.J., Romero, Bellosillo, Melo, Puno, Vitug, Kapunan, Mendoza, Panganiban, Quisumbing, Purisima, Pardo, Buena, and Gonzaga-Reyes, JJ., concur.

[1] 254 SCRA 376 (1996).

[2] This was so stated by Judge Lydia Querubin Layosa in her order dated December 19, 1996 in Civil Case No. 128131-CV.

[3] Judiciary Planning and Implementation Office vs. Calaguas, 256 SCRA 690 (1996).

[4] 232 SCRA 98, 101-102 (1994).

[5] Rabe vs. Flores, 272 SCRA 415 (1997).

[6] Belvis vs. Fernandez, 256 SCRA 55 (1995).

[7] See, e.g., Re: Report on the Judicial and Financial Audit of RTC-Br. 4, Panabo, Davao del Norte, A.M. No. 95-4-143-RTC, March 13, 1998; Re: Financial Audit in RTC, General Santos City, 271 SCRA 302 (1997); Office of the Court Administrator vs. Sumilang, 271 SCRA 316 (1997); JDF Anomaly in the RTC of Ligao, Albay, 255 SCRA 221 (1996); and Ferriols vs. Hiam, 225 SCRA 205 (1995).

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