

HERMAN REY. SANTOS, COMPLAINANT, VS. JUDGE EDMUNDO M. ISIDRO, RESPONDENT.*A.M. No. MTJ-89-300. August 16, 1991*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/91a37983ca6e/>**PER CURIAM:**

The Court has before it a verified letter-complaint dated 31 May 1989[1] filed by complainant Herman Rey. Santos, charging respondent Judge Edmundo M. Isidro, Municipal Trial Court ("MTC"), Plaridel, Bulacan, with neglect of duty, grave abuse of power and gross ignorance of the law.

On 20 February 1988, complainant filed before the Barangay Captain of Parulan, Plaridel, Bulacan a complaint against therein defendant Exequiel Garcia for reimbursement of expenses incurred by complainant in his capacity as administrator of Garcia's mango orchard arising from several cases involving said land. After several hearings, the parties executed an amicable settlement or compromise agreement, dated 30 April 1988, entitled "KASUNDUAN SA PAGBABAYAD"[2] which provided:

"1. Na si G. Herman Rey. Santos ay naghain ng Sumbong sa Tanggapan ng Kapitan ng Barangay dito sa Parulan, Plaridel, Bulacan, laban kay G. Exequiel P. Garcia, hinggil sa pagbabayad ng mga gugol sa mga asuntong kinasnungan ng nagsumbong at ng mga kasama ukol sa pangangalaga at pangangasiwa sa lupang manggahan ni G. Garcia na may 18 asuntong lahat.

x x x x x x x x

3. Na noong magharap ang magkabilang panig sa Tanggapan ng Barangay ay nangako si G. Exequiel P. Garcia na kanyang babayaran ang lahat ng gugol at paluwal ni G. Santos para sa mga asuntong nabanggit, at sa mga gugugulin pa ng mga asunto, hanggang saan man ito humantong. Ito ay ginawa sa paghaharap noong Marso 9, 1988.

x x x x x x x x

5. Muli itong itinakda ngayong ika-30 ng Abril, 1988, at upang bigyang-linaw ang pangakong pagbabayad ng gugol sa mga asunto, ang magkabilang panig ay nagkasundong mag-ayos sa mga sumusunod na tuntunin:

(a) Na si Exequiel P. Garcia ay magbabayad ng halagang DALAWAMPU'T LIMANG LIBONG PISO (P25,000.00), salaping Pilipino, sa kay G. Herman Rey. Santos para sa mga ginugol at ipinaluwal nito sa mga asunto.

(b) Ang halagang ito ay babayaran ni Exequiel P. Garcia sa o bago dumating ang Hunyo 15, 1988, at ilalagak sa kay G. Quintin Ignacio na kagawad ng Barangay.

x x x x x x x x

Ten (10) days from the date of its execution passed and neither of the parties repudiated or sought to repudiate the settlement agreement.

Garcia failed to pay his obligation under the amicable settlement and hence complainant filed with the Municipal

Trial Court of Plaridel, Bulacan a motion for issuance of writ of execution.[3] Respondent Judge thereupon issued an Order dated 5 August 1988[4] enjoining both parties to comply with the terms of the amicable settlement.

Since Garcia failed to comply with the 5 August 1988 Order, complainant filed on 15 September 1988 a motion to enforce writ of execution[5] praying that the court issue an order directing the provincial sheriff of Bulacan to enforce the 5 August 1988 Order. The MTC, finding the motion to be well-taken, granted it. On 7 November 1988, a writ of execution was thereupon issued.[6] A Notice of Garnishment addressed to the Sandigan Savings and Loan Bank Inc. was also issued.

On 15 December 1988, Atty. Maniquis, counsel for Garcia, filed an undated and unverified motion[7] before the MTC praying for the setting aside of the Order dated 5 August 1988 and the recall of the writ of execution on the ground that the court was "misled" into issuing said Order. Garcia alleged that the amicable settlement may not be executed because, contrary to what was stipulated in the amicable settlement, only six (6), not eighteen (18), cases had been filed and that Garcia's obligation under the amicable settlement had been fully satisfied because he had already delivered to complainant 300 cavans of palay as payment for said obligation.

Complainant filed his Opposition on 21 December 1988.[8] He alleged, among others, that Garcia's motion, not having being duly verified, was a mere scrap of paper; that since the amicable settlement had already acquired the force and effect of a final judgment of a court, it was the ministerial duty of the court to issue the writ of execution. Complainant also denied having received 300 cavans of palay from Garcia as payment of the latter's obligation.

However, one day before complainant's Opposition was filed, or on 20 December 1988, an Order[9] was issued by respondent judge temporarily setting aside the 5 August 1988 Order and recalling the writ of execution. This Order also commanded the parties to appear in court for a conference. Complainant called the attention of the court to his Opposition (to Garcia's motion) which had not been taken into consideration. On 26 January 1989, respondent Judge issued an Order[10] stating that since the opposition had been filed after the order suspending the execution had been issued, the opposition had been rendered moot and academic and that in any case the court would not hesitate to discard technicalities if it strongly believed that an injustice had been committed.

After the instant complaint was filed before the Supreme Court, complainant filed before the MTC a Manifestation, dated 21 August 1989[11] praying that the Municipal Court reinstate the writ of execution or issue an alias writ of execution. In an Order dated 24 October 1989[12] respondent Judge ordered the issuance of an alias writ of execution. On the same day, the alias writ of execution[13] was issued. Two parcels of land were then levied upon and scheduled for auction sale.

Garcia, through Atty. Maniquis, filed another unverified motion[14] praying that the alias writ of execution dated 24 October 1989 be recalled and the deputy sheriff be restrained from conducting the sale. In an Order dated 1 March 1990[15] respondent Judge once more recalled the writ of execution and set the case for oral argument. On the date set for oral argument, complainant filed a Manifesta-tion[16] alleging that recall of the writ of execution for a second time invited suspicion as to possible motives of respondent Judge and that the Order recalling the writ amounted to dereliction of respondent Judge's duty to enforce execution of the amicable settlement.

By that time another judge, the Hon. Nestor S. Duran, had been designated to take over the case. Judge Duran issued an Order dated 22 May 1990[17] finding the writ of execution, as well as the alias writ of execution dated 7 November 1988 and 24 October 1989, respectively, to be valid and enforceable.

This Court required respondent Judge to comment on the sworn complaint. In his Comment,[18] respondent Judge expressed his apprehension over the implementation of P.D. 1508 because he believed that the barangay

conciliators/arbitrators mandated to implement said law could not be expected to understand fully the ramifications of said law on account of their "low education;" and that the courts of law are in a better position to ascertain the facts surrounding amicable settlements executed under P.D. No. 1508.

In a Resolution dated 22 January 1991,[19] the Court referred this case to the Executive Judge of the Regional Trial Court, Malolos, Bulacan for investigation, report and recommendation.

On 17 April 1991, Executive Judge Natividad Dizon issued an Order[20] notifying the parties of the commencement of the formal investigation. On 30 April 1991, respondent Judge filed a Manifestation[21] stating that he deemed it unnecessary to present further evidence in his defense and would submit the case for decision on the basis of the Comment he had filed in the Supreme Court pursuant to its Resolution dated 19 July 1990. He admitted that he had deviated from the regular procedure, not because of incompetence or ignorance of the law but out of a desire to settle the matter amicably. He further stated that at the time the present complaint was filed against him, he had already voluntarily inhibited himself from further hearing the case.

On 6 May 1991, complainant filed a Manifestation and Comment to respondent Judge's manifestation.[22] Complainant countered that respondent's Manifestation was absurd considering that the case had precisely already been amicably settled at the barangay level; and that at the time respondent Judge inhibited himself from further hearing the case sometime in March 1990, the instant administrative complaint had already been taken cognizance of by the Supreme Court.

In his Report and Recommendation,[23] the Executive Judge held that respondent Judge should not have suspended execution of the amicable settlement agreement on the basis of the unverified motion filed by Atty. Maniquis. That motion being insufficient in form and substance, should have been denied forthwith. The Executive Judge found no merit in respondent Judge's contention that he had merely wanted to mediate between the parties in order to effect an amicable settlement. He observed that respondent Judge had shown unusual interest in this case to the point that he failed to discharge his ministerial duty to enforce the amicable settlement, which failure had inevitably "opened him [respondent Judge] up to public suspicion." In the view of the Executive Judge, respondent Judge had acted with grave abuse of discretion amounting to lack of jurisdiction when he twice ordered recall of the writ of execution.

We agree with the conclusion of the Investigating Executive Judge. Under Section 11 of P.D. No. 1508, the amicable settlement here had "the force and effect of a final judgment of a court upon the expiration of ten (10) days from the date thereof," no repudiation of that settlement having been made during that period. It was, therefore, the clear ministerial duty of respondent Judge to implement and enforce the amicable settlement agreement.[24] Enforcement of writ of execution may, of course, be suspended in certain exceptional circumstances. In *Philip-pine Veterans Bank v. Intermediate Appellate Court*,[25] the Court held:

"The rule that once a decision has become final and executory, it is the ministerial duty of the court to order its execution, admits of certain exceptions as in cases of special and exceptional nature where it becomes imperative in the higher interest of justice to direct the suspension of its execution; or whenever it is necessary to accomplish the aims of justice; or when certain facts and circumstances transpired after the judgment became final which would render the execution of the judgment unjust." (Under-scoring supplied)

In the instant case, no exceptional circumstance existed. Respondent Judge's contention that he had suspended execution of the amicable settlement because he merely wanted to mediate between the parties, is completely devoid of merit and quite incomprehensible for the parties had already amicably settled their case on the barangay level, which settlement had resulted in the preparation and execution of the amicable settlement agreement.

Respondent Judge's other reason for recalling the writ of execution was that he harbored apprehensions

concerning implementation of P.D. No. 1508 because he believed that the barangay conciliators and arbitrators did not fully understand that statute and that courts are in a better position to ascertain the facts concerning amicable settlement than the barangay officials. We find such "apprehensions" presumptuous on the one hand, and incomprehensible on the other. Respondent Judge's legal duty was to enforce the amicable settlement agreement. What he was doing was in fact to allow one of the parties to re-open the agreement and litigate the underlying dispute which had in fact been terminated by the conclusion of the compromise agreement. In *Abelardo Cruz v. Judge Jaime N. Nicolas*,^[26] this Court said:

"From the foregoing, it is clear to this Court that respondent judge was remiss in the performance of his duties in entertaining the Motion to Quash Alias Writ of Execution which the defendants in the original ejectment case filed on 11 August 1987, long after the decision of the MTC on 3 September 1984 ordering defendants to vacate the premises involved had been reinstated by the Court of Appeals and had become final and executory. Respondent judge should have known that questions like those raised by the defendants in their Motion to Quash Alias Writ of Execution were totally inappropriate and unwarranted at that stage. Respondent judge's acts seemed almost designed to re-open the MTC judgment that had become final by inviting defendants to submit any pleading they wished to support their Motion to Quash Alias Writ and thereafter requiring both parties to submit Memoranda on the Motion and Supplemental Motion to Quash Alias Writ. Upon the finality of the decision of the MTC, respondent judge lost all jurisdiction in respect of the case, save only to enforce that decision. This is elementary, so elementary that not to know it, or to act as if he did not know it, constitutes gross ignorance of the law.

x x x x x x x x

The party which prevails after going through the full course of litigation is entitled to a writ of execution and to the energetic service and enforcement thereof upon the losing party. To impose oppressive delays upon the issuance, service and enforcement of a writ of execution is unjustly to deprive the prevailing party of the fruits of his labor before the courts and can only bring black suspicion and disrepute upon the judge, the court and the judicial process generally. Respondent judge cannot be allowed to pass on the blame to the deputy sheriffs who were officers of his court and subject to his orders and control."

Respondent Judge totally disregarded his ministerial duty to enforce the amicable settlement agreement by execution. We agree with the Investigating Executive Judge that respondent Judge was guilty of ignorance of the law and dereliction of duty and misconduct in the carrying out of his duties.

ACCORDINGLY, the Court Resolved to IMPOSE a fine of P10,000.00 upon respondent Judge with a warning that commission of the same or similar acts in the future will result in imposition of a harsher penalty.

Fernan, C.J., Narvasa, Melencio-Herrera, Gutierrez, Jr., Cruz, Paras, Feliciano, Gancayco, Padilla, Bidin, Sarmiento, Griño-Aquino, Medialdea, Regalado, and Davide, Jr., JJ., concur.

[1] Rollo, pp. 1-13.

[2] Annex "A" of the Complaint, Rollo, p. 16.

[3] Annex "B" of the Complaint, Rollo, pp. 17-19.

[4] Annex "D" of the Complaint, Rollo, pp. 21-22.

[5] Annex "E" of the Complaint, Rollo, pp. 23-24.

[6] Annex "F-1" of the Complaint, Rollo, p. 26.

- [7] Annex "H" of the Complaint, Rollo, pp. 28-29.
- [8] Annex "I" of the Complaint, Rollo, pp. 30-32.
- [9] Annex "J" of the Complaint, Rollo, p. 33.
- [10] Annex "K" of the Complaint, Rollo, p. 34.
- [11] Annex "L" of the Complaint, Rollo, pp. 36-38.
- [12] Annex "M" of the Complaint, Rollo, p. 59.
- [13] Annex "M-1" of the Complaint, Rollo, p. 60.
- [14] Annex "P" of the Complaint, Rollo, pp. 63-65.
- [15] Annex "Q" of the Complaint, Rollo, p. 66.
- [16] Annex "R" of the Complaint, Rollo, pp. 67-70.
- [17] Rollo, p. 72.
- [18] *Id.*, pp. 80-85.
- [19] *Id.*, p. 135.
- [20] *Id.*, p. 137.
- [21] *Id.*, pp. 142-143.
- [22] *Id.*, pp. 144-148.
- [23] *Id.*, pp. 149-152.
- [24] *Church Assistance Program, Inc. v. Subido*, 171 SCRA 408 (1989); *Esquivel v. Alegre*, 172 SCRA 315 (1989); *Estoesta, Sr. v. Court of Appeals*, 179 SCRA 203 (1989).
- [25] 178 SCRA 645 (1989).**
- [26] A.M. No. MTJ-89-286, promulgated 5 March 1991.

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