

RE: COMPLAINT FILED BY PAZ DE VERA LAZARO AGAINST EDNA MAGALLANES, COURT STENOGRAPHER III, REGIONAL TRIAL COURT, BRANCH 28; AND BONIFACIO G. MAGALLANES, PROCESS SERVER, REGIONAL...

A.M. No. P-11-3003 (Formerly A.M. IPI No. 08-2970-P). April 25, 2012

Ponente: SERENO, J.

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SERENO, J.:

Before the Court is an administrative complaint for failure to pay just debts, dishonesty and extortion filed by Paz De Vera Lazaro (Lazaro), a retired schools district supervisor of Bambang, Nueva Vizcaya against respondents Edna and Bonifacio Magallanes (spouses Magallanes). Edna Magallanes is a Court Stenographer III, Regional Trial Court, Branch 28; while Bonifacio Magallanes is a Process Server, Regional Trial Court, Branch 30, both of Bayombong, Nueva Vizcaya.

The facts are as follows:

Complainant Lazaro lent to respondent spouses Magallanes a total of P135,000 on four separate occasions in the first half of 2005. Respondents offered two land titles and a revolver as collaterals for the loan. One of the land titles turned out to have been encumbered in the amount of P400,000.

Because respondents did not make any payment in spite of promises to do so, complainant was forced to bring the matter to the Barangay Lupon on 04 August 2007. The parties reached an amicable settlement, whereby respondents promised to pay their obligation by 30 August 2007. However, Lazaro received only token amounts of P5,000 and P3,000 from the spouses Magallanes.

In their Comment dated 30 October 2008, respondents admit incurring the aforesaid loans, but deny the charges in the Complaint. They also claim that they have already paid P77,000 of their total obligation. Moreover, they contend that, had they defaulted on their payments, Lazaro should have forfeited in her favor the collaterals they had offered to secure the loans.

On 03 December 2010, the Court received Lazaro's 29 November 2010 Affidavit of Desistance which stated that complainant did not want to pursue the administrative complaint anymore, and that she agreed to settle the matter amicably with respondents.

On 07 December 2010, we also received a handwritten amicable settlement dated 05 December 2010 signed by the parties. In the document, respondents promised to pay a total of P120,000 inclusive of the remaining loan balance of P70,000 and interest of P50,000 upon the dismissal of the case.

On 08 August 2011, the Court received a letter dated 29 July 2011 signed by complainant Lazaro, reporting that spouses Magallanes had paid her the whole amount of P120,000 on 23 June 2011. She also reported that respondents had expressed their sorrow and asked for pardon for the discomfort and trouble they had caused her.

She then reiterated her request that the Complaint she filed be dismissed.

This Court has consistently ruled that the withdrawal of a Complaint does not warrant its dismissal, because the issue in an administrative case is not whether the complainant has a cause of action against the erring court employee, but whether the latter has breached the court's norms and standards.[1] This Court has an interest in the conduct and behavior of all employees of the judiciary.

Accordingly, we find spouses Magallanes not guilty of willful failure to pay just debts, considering that they have paid their entire obligation including the interest on the loan.

However, we note with strong displeasure the conduct of respondent spouses Magallanes, who obtained several loans without paying for them at the agreed time. It took more than six years for them to pay their entire obligation.

To recall, complainant Lazaro was forced to bring the matter to the Barangay Lupon. Respondents promised therein to pay their obligation by 30 August 2007. However, she received only the token amounts of P5,000 and P3,000 from them.

We also note that one of the land titles that respondents gave as collateral turned out to have been encumbered in the amount of P400,000, a fact they did not deny.

Moreover, while we are pleased to learn from complainant Lazaro that, as promised, she has been paid the entire obligation of P120,000 on 23 June 2011, we note that respondent's promise to her was conditioned upon her execution of an Affidavit of Desistance which she accordingly executed.

All these facts constitute conduct that reflects badly on the judiciary, diminishing the honor and integrity of the offices they hold. This is especially true when we consider that, respondents were admittedly given the loans because they were considered prominent persons in the community; and that they were considered as such, presumably because they worked in the judiciary.

In *Villaseñor v. De Leon*,[2] we emphasized that "to preserve decency within the judiciary, court personnel must comply with just contractual obligations, act fairly and adhere to high ethical standards". In that case, we said that respondent was "expected to be a paragon of uprightness, fairness and honesty not only in all her official conduct but also in her personal actuations, including business and commercial transactions, so as to avoid becoming her court's albatross of infamy."

We expect nothing less than the same conduct from respondents in the present case.

WHEREFORE, the administrative Complaint is hereby DISMISSED. Respondents are warned that, whether official or personal, any future conduct that falls short of the high ethical standards expected of them as court employees shall be dealt with more severely.

SO ORDERED.

Carpio, (Chairperson), Brion, Perez, and Reyes, JJ., concur.

[1] *Vilar v. Angeles*, A.M. No. P-06-2276, 5 February 2007, 514 SCRA 147.

[2] 447 Phil 457 (2003).

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