

CUSTODIO ESCABILLAS, COMPLAINANT, VS. HON. LUIS D. MARTINEZ, MUNICIPAL JUDGE OF HAGONoy, DAVAO DEL SUR, RESPONDENT.*A.M. No. 127-MJ. August 31, 1977*

Ponente: CONCEPCION, JR., J.

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In a sworn letter complaint dated October 5, 1972, addressed to the President of the Philippines and to the Secretary of Justice, Custodio Escabillas charged respondent municipal judge, Luis D. Martinez, of Hagonoy, Davao del Sur with gross misconduct in office and gross ignorance of the law, by extending the terms of a lease contract in defiance of the verdict of this Court; and unreasonable delay and palpable incompetence for deliberate failure to decide Civil Case No. 261 within 90 days after the same was submitted for decision, in violation of Section 5, R.A. 296, otherwise known as the Judiciary Act of 1948 in relation to Section 70 of the Rules of Court.

Complainant, Custodio Escabillas, purchased two parcels of land, lots A and B, from spouses Pedro N. de los Reyes and Beatriz Torrecampo on January 7, 1970. Corresponding Transfer Certificates of Title regarding said two lots were issued by the Register of Deeds of Davao del Sur in the name of the complainant, Custodio Escabillas. Lot A is covered by TCT No. T-3539 with an annotation at its back of the lease contract entered into by its former owners, Pedro N. de los Reyes and Beatriz Torrecampo with the Bangayans in 1963.

Previous to the said sale, lots A and B were the subject matter of Civil Case No. 4939 where the Court of First Instance of Davao del Sur thru the late Judge Manases Reyes upheld in its decision dated May 15, 1969, the right of spouses Reyes and Torrecampo to repurchase the said lots from the Bangayans with a directive that the unexpired period of the lease contract between the contending parties regarding lot A should be respected. Consequent to this directive of the Court of First Instance of Davao del Sur, Pedro de los Reyes and Beatriz Torrecampo together with complainant, Custodio Escabillas, filed on April 30, 1970, a motion for the clarification of the judgment of May 15, 1969 regarding the expiry date of the lease contract and for a directive to cancel the lease of lot A. On the same date, Custodio Escabillas filed a petition for cancellation of encumbrance appearing in TCT No. T-3539 which was docketed as Miscellaneous Case No. 67 in the Court of First Instance of Davao del Sur. Thereafter, the Court of First Instance of Davao del Sur issued its Order of May 20, 1970, entitled "IN RE: PETITION FOR CANCELLATION OF ENCUMBRANCE APPEARING ON TCT NO. T-3539 - CUSTODIO ESCABILLAS, Applicant", where it explicitly stated that the lease contract in favor of defendants Bangayans, as found in the decision in Civil Case No. 4939, expired on April 15, 1970; and thereupon, authorized the Register of Deeds of Davao del Sur, upon payment of necessary fees, to cancel the annotation regarding the lease in favor of Lino Bangayan from TCT No. T-3539. In the same order, complainant was directed to file an action for illegal detainer against the Bangayans.

The Order of May 20, 1970, was appealed to the Supreme Court by way of review on certiorari and pending resolution of the same by this Court, complainant herein filed on August 13, 1971, an action for unlawful detainer

against the Bangayans in the Municipal Court of Hagonoy, Davao del Sur. The unlawful detainer case was dismissed by respondent judge for being premature.

Meanwhile on August 3, 1971, the Supreme Court denied the petition for review on certiorari filed by the Bangayans and a subsequent amended petition was likewise denied by this Tribunal on October 5, 1971 for "lack of merit". Consequently, complainant Custodio Escabillas filed Civil Case No. 261 for unlawful detainer involving the same property against the Bangayans before the sala of the respondent judge. The case underwent trial and its last hearing was terminated on March 3, 1972. On August 31, 1972, the respondent judge rendered his decision by ordering the Bangayans to surrender lot A to the complainant after the former shall have collected from the latter the amount of P9,000.00; to pay P1,000.00 as attorney's fees and P200.00 as representation expenses.

The said decision of the respondent judge became the subject matter of the present administrative action filed by Custodio Escabillas.

Complainant claims that the respondent judge acted with gross misconduct in office and gross ignorance of law when he extended the terms of an expired lease contract, in defiance of the order of this Court.

We have succinctly evaluated the record of this case and find that there is no truth to complainant's assertion that the respondent judge extended the terms of an expired lease contract. The evidence discloses that the respondent did not in any manner alter or modify the terms of the said contract which had been held to have expired on April 15, 1970 by the Court of First Instance of Davao del Sur. As a matter of fact, the respondent judge, in his decision in Civil Case No. 261, vehemently refused to interfere with the terms of the lease contract on the ground that he had no authority to intervene in an issue which had already become final. Thus he said:

"The most important question to be resolved by this Court is whether the lease contract expired on April 15, 1970. While defendants claim that the lease contract will expire on December 11, 1975 since the period from 1964 when he purchased the land up to 1969 when it was repurchased should not be included in the lease contract during the said period as he was occupying the land as an owner and not as a lessee, this Court cannot find justification to such contention on account of the finality of the Order of the Court of First Instance of Davao del Sur (Branch V), the dis-positive portion of which reads thus -

'Wherefore, the court holds that lease in favor of the defendants, as found in Civil Case No. 4939, expired on April 15, 1970, and hereby authorized the Register of Deeds of Davao del Sur, upon payment of the necessary fees, to cancel the annotation regarding the lease in favor of Lino Bangayan from Transfer Certificate of Title No. 3539.'

"The aforesaid order having become final, same became the law on the case. This Court is therefore devoid of any authority to alter or amend much less reverse said Order having been affirmed by the Honorable Supreme Court."

The charge of gross misconduct in office and ignorance of law filed against the respondent judge is therefore clearly without merit.

On the charge of unreasonable delay and palpable incompetence for deliberate failure to dispose of Civil Case No. 261 within the 90 day period, the record shows that the said case was submitted for decision on March 3, 1972 and it was finally decided by the respondent on August 31, 1972 or more than five months after the same was submitted for decision. It then appears that the respondent judge violated the ninety day period provided for by Section 5, R.A. No. 296 within which to decide a case submitted before him for decision.

Respondent judge attributes the delay in disposing of said Civil Case No. 261 to its voluminous records which he

claims needed a proper and prudent evaluation in resolving the issues posed therein. This is no defense. We cannot ignore nor countenance such inaction of the respondent for more than five months. For surely, this would defeat the very purpose and spirit of Section 5, R.A. No. 296, which is for a speedy administration of justice. A judge should be prompt in the performance of his judicial duties for delay in the administration of justice is a common complaint. Thus, in an earlier case this Court said:

"Much of the popular criticism of the courts, which must be frankly admitted is all too often justified, is based on the laws' delay. Congested condition of the courts docket is deplorable and intolerable. It can have no other result than the loss of evidence, the abandonment of cases, and denial and frequent defeat of justice. It lowers the standard of the courts, and brings them into disrepute." (In re Impeachment of Flordeliza, 44 Phil. 608).

It is, therefore, for a good reason that judges are enjoined to strictly comply with the reglementary period of 90 days in disposing of a case submitted for decision.

WHEREFORE, finding the charge of gross misconduct in office and ignorance of law to be without merit, we hereby dismiss the same. Respondent Judge, however, having been found to have violated the provisions of Section 5, R.A. 296, otherwise known as the Judiciary Act of 1948, is hereby REPRIMANDED and enjoined to strictly comply with the provisions of said Act. Let a copy of this resolution be spread in his record.

SO ORDERED.

Fernando, (Chairman), Antonio, Aquino, and Santos, JJ., concur.
Barredo, J., in the result.

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