

EMILIANO C. VALDEZ, COMPLAINANT, VS. JUDGE MIGUEL T. VALERA, CAR, BRANCH II, SANTIAGO, ISABELA, RESPONDENT.*A.M. No. 1628-CAR. January 31, 1978*

Ponente: ANTONIO, J.

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Respondent Judge Miguel T. Valera of the Court of Agrarian Relations, Branch II, Santiago, Isabela, is charged by the complainants in Administrative Matter No. 1676 of forcing them to sign a Compromise Agreement and forthwith approving the same in violation of Sections 31 and 36 of the Agrarian Reform Code; and, in Administrative Matter No. 1628, for violation of Presidential Decrees Nos. 27, 316 and 583.

In Administrative Matter No. 1676, complainants Benedicto Olaya, Dominador Castillo, Exequiel Antonio and Juan Ricardo alleged, inter alia, that they are tenant-farmers cultivating the landholdings of Artemio C. Nuesa located at Aurora, Isabela; that on January 15, 1974, while said Judge was then hearing CAR Cases Nos. 3177 to 3185 for the enforcement of leasehold tenancy, fixing of rentals and reliquidation of previous harvests, they were directed to appear before him at the Municipal Building of Aurora, Isabela and while there, he requested them sign a Compromise Agreement in the above-mentioned cases, which was already prepared, and when they refused to sign the same, "the respondent Judge got mad at us and we were forced to sign the same" and forthwith and on the same day, the respondent Judge rendered judgment thereon, approving the Compromise Agreement and ordering compliance therewith. It is claimed that the Compromise Agreement contained stipulations violative of Sections 31 and 36 of the Agrarian Reform Code.

Commenting on the charge, the respondent Judge denied these imputations and explained that his decision dated January 15, 1974 which was based on the Compromise Agreements of December 9, 1973 and January 14, 1974 had become final and executory on December 11, 1975, and that the act of Benedicto Olaya, et al. questioning the validity of said decision has been elevated to the Court of Appeals in CA-G.R. No. SP-06088 where it is still pending; and denied that he ever issued any order or process directing the ejectment or removal of the complainants from their respective landholdings.

In Administrative Matter No. 1628, complainant Emiliano C. Valdez alleged, inter alia, that he is a tenant-lessee by virtue of a decision rendered by the Court in CAR CASE No. 390 NV-'71 captioned "George Danguilan vs. Emiliano Valdez"; that on November 29, 1972, an ejectment case was filed against him by Fredesvinda Alayu in CAR Case No. 423; that on March 13, 1973, he was declared in default and was ordered to vacate his landholding; that he filed a petition for relief from judgment which was granted on February 8, 1974, but on June 10, 1974, respondent Judge reverted to his original decision ejecting complainant from his landholding and as a result thereof, he remains ejected; that the action of respondent Judge is violative of Presidential Decrees Nos. 27, 316 and 583; that the Court of Appeals in CA-G.R. No. SP-03241-R, entitled "Fredesvinda P. Alayu vs. Emiliano Valdez, on July 20, 1976, enjoined the Agrarian Court "to proceed" to hear the case in accordance with Presidential Decree No. 316 as implemented in DAR Memorandum Circular No. 29.

In his comment to the complaint on June 27, 1977, respondent Judge adverted to the fact that the judgment against the complainant in CAR Case No. 423 was a judgment by default which, accordingly, was decided on the evidence adduced, which judgment "was implemented before the effectivity of Presidential Decrees Nos. 316 and 583." And, granting *arguendo*, that he committed an error in the application of the law, the same is merely an error of judgment.

Complainant and his spouse, in a joint affidavit, dated November 3, 1976, disowned authorship of the letter-complaint against Judge Valera, respondent herein, and requested that the same be ignored as they had nothing against him. As per certification of the Clerk of Court, complainant was actually reinstated to the landholding on March 22, 1977.

In Administrative Matter No. 1676, it is significant to note that the Compromise Agreement dated December 9, 1973 which was approved by the Agrarian Court on January 15, 1974 appeared to have been entered into by the complainants with the assistance of their counsel, Atty. Pacifico S. Paas, of the Bureau of Agrarian Legal Assistance. It is highly improbable that said counsel would have signed this Compromise Agreement if his clients were coerced into signing the same. The purpose of this Compromise Agreement was to settle the indebtedness of the tenant-lessees with the landowner and to provide an equitable manner for their settlement. While it is stipulated that if the tenant-lessee fails to meet his obligation of paying his back rentals in three equal (annual) installments to the landowner he shall be considered to have voluntarily surrendered his landholding, this proviso is not per se illegal since it must be applied in harmony with existing law. In other words, should the tenant-lessee refuse to vacate the landholding voluntarily, he cannot be forcibly ejected because of the prohibition contained in Presidential Decree No. 316. In any event, assuming that respondent Judge committed the error of approving such compromise, such error is merely an error of judgment for which he cannot be administratively or criminally punished.

It is well-settled that malfeasance in office cannot be charged except for breach of a positive statutory duty or for the performance of a discretionary act with an improper or corrupt motive. Certainly, judges cannot be subjected to liability -- civil, criminal or administrative -- for any of their official acts, no matter how erroneous, so long as they act in good faith. It is only when they act fraudulently or corruptly, or with gross ignorance may they be held criminally or administratively responsible.

It is important to note that although the acts of the respondent Judge which gave rise to these complaints allegedly occurred sometime in 1973 and 1974, it is only on the eve of his retirement from the Bench that they were instituted against him. It has been observed that an unreasonable delay in the institution of a complaint creates suspicion concerning the motives of the complainant. In the case at bar, no explanation has been given for the unusual delay in the institution of these complaints.

WHEREFORE, in view of all the foregoing, the charges against respondent Judge Miguel T. Valera are hereby DISMISSED for lack of merit.

Fernando, (Chairman), Barredo, Aquino, and Concepcion, Jr., JJ., concur.

Santos, J., on leave.

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