

EDGARDO S. CABANGON, COMPLAINANT, VS. JUDGE JAIME L. VALEÑA, RESPONDENT.*A.M. No. 1893-MJ. August 31, 1981*

Ponente: MAKASIAR, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a-m-no-1893/>**MAKASIAR, J.:**

In a verified letter-complaint dated March 8, 1978 (p. 1, rec.), addressed to President Ferdinand E. Marcos and referred to this Court, complainant Edgardo S. Cabangon, Mayor of Calauag, Quezon, charged respondent Judge Jaime Valeña of the Municipal Court of Calauag, Quezon with falsification of public documents, extortion and conduct unbecoming of a judge, on two [2] counts, namely: the alleged withdrawal by respondent judge of the cash bond posted in Criminal Case No. 4874 in the amount of P800.00, by falsifying the signature of one Ang Lo; and, the alleged solemnization by respondent of the marriage between Eliseo Lipnica and Editha Solano without a marriage license being previously issued.

Complainant narrated that Mrs. Trinidad Olila, thru her husband Ang Lo, filed a cash bond in the amount of P800.00 for the provisional release of her son Angelito Olila, one of the accused in Criminal Case No. 4874 for "Less Serious Physical Injuries." In his order dated December 12, 1977 (p. 6, rec.), respondent Judge directed the immediate return of the cash bond to the depositor, for the respondent stated that the same had been replaced by sufficient property bond. The truth of the matter, as related by the complainant, was that there was no property bond filed. Respondent only made it appear that there was a property bond filed to justify and allow him to collect the cash bond in the amount of P800.00, which he did collect by means of falsifying the signature of Ang Lo as evidenced by Municipal Voucher dated December 13, 1977 (p. 7, rec.). Complainant argued that Ang Lo could not have signed the voucher since he has been out of the Philippines since July 1977.

As to the second accusation, the complainant alleged that on October 2, 1971, respondent Judge solemnized a fake marriage between one Eliseo Lipnica and Editha Solano, knowing that there was no marriage license issued and well knowing that Eliseo Lipnica, who is his close personal friend, is legally married to Cecilia Magsino. The purpose of the said fake marriage was to produce documentary evidence to show that Eliseo Lipnica is not married to Cecilia Magsino but to Editha Solano. Thus, Cecilia Magsino, widow of a U.S. veteran, would be entitled to the benefits under the U.S. Veteran's Law.

Respondent in his comment dated June 7, 1978 (p. 10, rec.), denied the charges filed against him, claiming that the same were baseless, without merit and were motivated by complainant's vindictiveness. Respondent contended that if indeed Mrs. Trinidad Olila is complaining against him why was the letter complaint of Edgardo Cabangon not supported by a sworn statement from Mrs. Olila? The same is true with the alleged fake marriage. If any of the parties to the marriage had been prejudiced by the illegality thereof, the aggrieved party would already have taken proper steps against the party who caused the prejudice.

The First Division of this Court, in its resolution dated December 8, 1978 (p. 16, rec.), referred this administrative case to Executive Judge Efren P. Garcia, Court of First Instance of Quezon, Branch IV at Calauag,

for investigation, report and recommendation

Investigating Judge Efren P. Garcia, in his report dated August 3, 1979 (p. 111, rec.), found that with respect to the first charge, the withdrawal by the respondent of the cash bond in the amount of P800.00 was with the falsified signature of Ang Lo, and, without a property bond in reality having been put up in substitution thereof. The investigating Judge stated that respondent admitted having with-drawn the cash bond upon the request of Mrs. Trinidad Olila (t.s.n., July 16, 1979, pp. 172-173), but denied that he had any hand in the mechanical preparation of the voucher and the accompanying official receipt showing payment of the P800.00, which amount was claimed to have been given to Mrs. Olila. No evidence was presented to overcome the assertions of the respondent that the said amount of P800.00 was received by Mrs. Olila. However, notwithstanding respondent's good intention to extend a helping hand to Mrs. Trinidad Olila, he placed himself in a very compromising situation by going to the Office of the Municipal Treasurer and receiving the cash bail bond of P800.00.

It was also noted by the investigating Judge that although the letter complaint imputed the commission of forgery, it did not specifically point out who committed the forgery of Ang Lo's signature on the voucher. There was no evidence whatsoever upon which the act of forgery could be based. No circumstantial evidence was presented on which it can be deduced that respondent Judge committed the forgery of the signature of Ang Lo on the voucher.

However, the investigating Judge found that there were irregularities in the substitution of the cash bond with the property bond. The affidavit of justification of sureties executed by bondsmen Julio Lim and Aureo Limcuando was signed and sworn to before respondent Judge on December 8, 1977 (back of p. 97, rec.); respondent Judge issued the Order for the withdrawal of the cash bond on December 12, 1977 (p. 92, rec.). But the actual approval of the property bond was signed by respondent Judge on December 12, 1978 (back of p. 97, rec.). It would therefore appear that the collection of the amount of P800.00 by virtue of the Court Order dated December 12, 1977 was done one year before the property bond was signed and approved on December 12, 1978.

Respondent Judge tried to explain the apparent discrepancy on the dates alleging that the same was due to probable typographical error which occurs with the passing of the old year on to the new year. But the investigating Judge found respondent's explanation contrary to what is customary in the ordinary course of events. With the advent of a new year, the common mistake committed with respect to dates is to write the old year although the new year has already set in. The contrary was claimed by the respondent in his explanation.

There were other incongruities found on the original certification attached to the bail bond. In the first place, there was absence of the signature of the certifying officer Municipal Treasurer Jones C. Cambonero. In the second place, there is the unfilled space provided for the official receipt number evidencing payment of the certification fees. And lastly, there is the contradictory statement that the certification was issued on December 8, 1977 whereas the cited dates of payment of the realty tax on the properties offered as bond were February 11, 1978 and January 30, 1978, respectively. These obvious discrepancies could have been satisfactorily explained by the respondent thru additional evidence, but he did not attempt to do so. These facts led the investigating Judge to believe the complainant's assertion that the cash bond was ordered withdrawn without the substitute property bond actually approved and submitted.

The investigating Judge, with respect to the second charge of alleged solemnization by respondent of a marriage without a marriage license, observed that the accusation was without legal basis. The original copy of the alleged marriage contract between Eliseo Lipnica and Editha Solano, which is at issue, was never presented at the investigation. Although complainant's principal witness Cecilia Magsino was given all the opportunity to present the original copy of the alleged marriage contract, she failed to do so. The marriage contract itself was never registered as evidenced by the certification dated January 10, 1979 (p. 81, rec.) of the Municipal Treasurer, Jones

C. Cambonero. The investigating Judge, comparing the admitted signature of the respondent with respondent's alleged signature as appears on the xerox copy of the marriage contract presented by complainant as Exhibit "G" (p. 87, rec.), noted a marked difference between the two signatures. He found it rather unbelievable that respondent, if it were his intention to solemnize a fake marriage, would sign his name so distinctly on said Exhibit "G" when his true signature is more illegible and harder to decipher. As a consequence, the investigating Judge resolved all doubts in favor of the respondent. Eliseo Lipnica, one of the supposed contracting party, likewise denied that the signature on the xerox copy of the marriage contract is his which complainant did not rebut. Cecilia Magsino's contention that it was Eliseo Lipnica who lent her the original copy of the marriage contract between him and Editha Solano would run contrary to simple common sense, considering that Lipnica is Magsino's estranged husband. She would be the first person from whom he would conceal his subsequent marriage.

When respondent ordered the withdrawal of the cash bail bond, there was no property bond filed in substitution for the cash bond. The property bond was filed and approved much later, evidently after the complaint was filed against the respondent Judge.

Because of the failure of complainant to substantiate his charges, respondent cannot be said to be guilty of falsification and forgery as to the signature of Ang Lo appearing on the voucher. Respondent turned over the amount of P800.00 cash bond to the mother of the accused and respondent never solemnized the marriage between Eliseo Lipnica and Editha Solano.

However, We disagree with the recommendation of the investigating Judge that respondent be reprimanded only in view of his finding that respondent allowed the withdrawal of the cash bail bond without first requiring the accused to substitute the same with a property bond. Because of respondent's action, the accused was out of jail without bail from the time he withdrew the cash bail on December 13, 1977 up to December 17, 1978 when the property bond was approved. This act is a serious offense that requires a stiffer penalty.

WHEREFORE, RESPONDENT MUNICIPAL JUDGE JAIME VALEÑA OF CALAUAG, QUEZON IS HEREBY FOUND GUILTY OF SERIOUS MISCONDUCT AND IS HEREBY DIRECTED TO PAY A FINE EQUIVALENT TO SIX (6) MONTHS SALARY, WITH A WARNING THAT A REPETITION OF THE SAME OR ANALOGOUS ACT WILL BE DEALT WITH MORE SEVERELY.

LET A COPY OF THIS DECISION BE ATTACHED TO HIS PERSONAL RECORD.

SO ORDERED.

Teehankee, (Chairman), Fernandez, Guerrero, and Melencio-Herrera, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.