RE: WILLFUL FAILURE TO PAY JUST DEBTS AGAINST MR. MELQUIADES A. BRIONES.

A.M. NO. 2007-11-SC. August 10, 2007

Ponente: NACHURA, J.

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NACHURA, J.:

We have repeatedly declared that the conduct of the men and women in the Judiciary must, at all times, be characterized by uprightness, honesty, propriety, courtesy and decorum. It is by this exacting standard that the demeanor, in public or private life, of court personnel will be measured. Failure to live up to this norm warrants the imposition of appropriate sanctions.

Once again, we reiterate this criterion in this complaint dated March 21, 2007, for willful failure to pay just debts, filed by Ms. Marites Federis (Federis) against Melquiades Briones (Briones), Clerk III, Office of the Clerk of Court En Banc, Supreme Court of the Philippines.

The Facts

It appears that Briones borrowed from Federis, President of the St@Ichi 68 Lending Services, the total amount of Eighty-Five Thousand Pesos (P85,000.00) through the following checks that the latter issued him:

Check No.

Amount Date Bank Name

343166[1] P25,000.00 Oct. 17, 2006 BPI

343176[2] P50,000.00 Oct. 26, 2006 BPI

346559[3] P10,000.00 Oct. 30, 2006 BPI

These checks were encashed by Briones, as evidenced by the photocopies of the same showing his signatures acknowledging receipt of payment. This was further confirmed when Office I.D. No. 17250000 and GSIS Policy No. CM 383130 indicated at the back of the checks were verified to have been issued to him.

On March 23, 2007, the Office of the Administrative Services (OAS) of this Court issued a Memorandum[4] to Briones, directing him to comment on the complaint.

On March 28, 2007, Briones replied through a letter,[5] requesting an extension of ten (10) days to file his explanation/comment. The request was granted on April 2, 2007 and Briones received notice thereof on April 3, 2007.[6] However, up to its due date on April 7, 2007, Briones still had not filed his comment.

On April 25, 2007, the OAS sent a First Tracer[7] to Briones reiterating the directive for Briones to file the required comment. He received the First Tracer on April 26, 2007.

On April 30, 2007, Briones filed his Answer/Comment[8] stating that, while Federis' complaint seeks the payment

of P85,000.00, the undated letter[9] he received from the latter demanded payment of only P65,000.00. He alleged that he had already paid Federis P25,000.00, and that he is awaiting his money intended to pay for this debt.

The OAS directed both parties to appear on May 18, 2007 for clarificatory questioning,[10] but only Federis appeared. During the investigation, it was established that the amount payable to Federis is only P65,000.00.[11]

Briones was again required to appear on May 24, 2007 before the OAS.[12] On the appointed date, he appeared and manifested his willingness to pay Federis his outstanding debt balance of P65,000.00. When asked when he would settle the obligation, he requested a week, or until May 31, 2007, to effect payment.[13]

Thus, the OAS directed the parties to appear on May 31, 2007 for settlement of the matter.[14] However, on May 30, 2007, Briones sent a letter to the OAS stating that he could not yet pay in full the amount of P65,000.00, and requested that he be allowed to pay on installment basis.[15]

On the scheduled May 31, 2007 hearing, Briones again did not show up, nor did he pay even a portion of his obligation. The OAS noted that, per its verification from the Court's time recording machine, Briones reported for work that day yet failed to appear in the set conference.[16] Only Federis appeared at the hearing.[17]

For considerations of due process, Briones was directed to appear before the OAS for the last time on June 6, 2007 to explain his absence on the May 31, 2007 hearing and his non-settlement of his obligation.[18]

On June 6, 2007, Briones explained before the OAS that, having submitted a letter on May 30, 2007, he thought he was already excused from attending the hearing on May 31, 2007.[19] The OAS observed that despite the tenor of the May 30, 2007 letter requesting another week to settle his debt and that he be allowed to pay in installments, Briones did not even bother to pay a single centavo to reduce his indebtedness. Instead, he executed a handwritten promissory note[20] stating that he would pay P10,000.00 every month from June 15, 2007 to November 15, 2007.

Because of this development, the OAS sent a letter[21] dated June 7, 2007 to Federis informing her of what transpired the day before. Attached to the letter was a copy of the promissory note executed by Briones. The OAS further stated that, in order to monitor his compliance, it had directed Briones to course his payments through the said Office and thereafter inform Federis thereof. The letter included a request that Federis affix her signature on the space provided if she finds the terms of the promissory note acceptable. Federis acceded and affixed her signature on the said letter on June 14, 2007.

Despite the execution of the promissory note, however, Briones continued to renege on the settlement of his long-overdue obligation.

The OAS Findings and Recommendation

For his unbecoming conduct in the course of the investigation, the OAS recommended that Briones be adjudged guilty of Conduct Prejudicial to the Best Interest of the Service and Willful Failure to Pay Just Debts. However, considering Briones' circumstances, to wit: (1) he acknowledged his indebtedness to Federis; (2) this incident is his first offense; (3) he has been in the service for 35 years; and (4) he obtained a very satisfactory performance rating for the two periods in 2006, and for humanitarian reasons, the OAS recommended that Briones be meted the penalty of suspension without salaries for 20 days; be ordered to pay Federis P65,000.00; and be warned that the commission of the same or similar acts in the future be dealt with more severely.[22]This Courtï¿½s Ruling

We adopt and approve the findings and recommendations of the OAS.

We note that Briones obtained his loans from Federis because he represented himself as "an assistant to a Justice" of this Court and that the total amount of P85,000.00 he received was allegedly to be used for some surveillance

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activities connected with its processes. Confident that Briones could pay his obligation, Federis lent him money from her lending business without interest. While Briones was able to pay the debt partially, he gave Federis the run-around on the settlement of the balance of P65,000.00, thus compelling her to file this administrative case.

Indeed, the loan balance of P65,000.00 constitutes a just debt and its existence was acknowledged by both Federis and Briones.[23] From the attendant circumstances, particularly those that transpired after the filing of the complaint, it is apparent that Briones had no intention to pay his debt, at least not within the time frame he himself fixed. His willful failure to pay a just debt is unbecoming a public official and is a ground for disciplinary action.

Under Section 22(i), Rule XIV of the Omnibus Rules Implementing Book V of Executive Order No. 292, as amended by Civil Service Commission (CSC) Memorandum Circular No. 19, series of 1999, Willful Failure to Pay Just Debts constitutes a light offense penalized by reprimand on the first offense, suspension for one (1) to thirty (30) days on the second offense, and dismissal on the third offense.

While this matter involves a first offense which, ordinarily, would warrant only a reprimand, we agree with the OAS that, considering Briones' demeanor during the investigation of this case, he is also guilty of Conduct Prejudicial to the Best Interest of the Service, Thus, a reprimand is too light a penalty for him.

The records of this case show that Briones twice ignored the Memoranda of the OAS requiring him to appear on a given date. He made a promise to pay the full amount of P65,000.00 on May 31, 2007, but a day prior to the said date, he sent a letter requesting a week's extension to pay and that he be allowed to pay on installment. He did not bother to appear on the scheduled May 31, 2007 hearing even if he reported for work that day. For the last time, he was required to appear on June 6, 2007. While he appeared on the said date, he gave the lame explanation that he thought he was already excused from attending the prior hearing due to the submission of his May 30, 2007 letter. More significantly, he never paid even a single centavo. Instead, he executed a written promissory note to pay his indebtedness in installments of P10,000.00 per month from June 15, 2007 until full settlement on November 15, 2007. Despite the conformity of Federis to this latter arrangement, Briones still failed to pay.

This chain of events can only give rise to the logical inference that Briones had no sincere intention to pay his debt. More reprehensible is the run-around Briones gave Federis which evinces bad faith and a disposition to defraud. Furthermore, considering the substantial amount of P65,000.00 loaned by one engaged in the business of lending money, who did not impose any interest way back in October 2006, Brionesï¿½ actions manifest not only lack of moral fiber, but also ingratitude.

Thus, we affirm the OASï¿½ finding that Briones is also administratively liable for Conduct Prejudicial to the Best Interest of the Service.

Briones' act of reneging on his promises to settle his debt affects not only his honor as an individual but more importantly, his integrity as a public servant and the reputation of this Court where he is employed. While it is not wrong for an individual to incur indebtedness unrestrained by the fact that he is a public officer or employee, caution should be taken to prevent the occurrence of dubious circumstances that might inevitably impair the image of the public office.[24] Any act of impropriety on his part immeasurably affects the honor and dignity of the Judiciary and the people's confidence in it.[25] Briones failed to conform to this standard. His actuations towards Federis, although done in connection with a private transaction, have tainted the honor of the judicial service. For this, he should be held accountable.

Section 55, Rule IV of CSC Memorandum Circular No. 19, series of 1999, provides that, "[i]f the respondent is found guilty of two or more charges or counts, the penalty to be imposed should be that corresponding to the most serious charge or count." Under Section 52 of the same Rule, conduct prejudicial to the best interest of the service

is classified as a grave offense punishable by suspension of six (6) months and one (1) day to one (1) year, if committed for the first time, as in this case. However, for humanitarian considerations, taking into account the four circumstances abovementioned in favor of Briones, we deem it proper to affirm the recommendation of the OAS to impose on him a suspension without salaries for 20 days.

As regards the unpaid debt of P65,000.00, we must strive to correct any improper conduct of our court personnel. We, therefore, direct Briones to pay the amount to Federis within a reasonable time from the receipt of this Resolution. While this Court is not a collection agency, we find that there is no dispute as to the existence and the amount of the indebtedness. Having benefited from the loan, Briones must pay the same. Briones should further be reminded that a violation of this directive could become the basis of another administrative charge against him. He is expected to be more circumspect in all his affairs, both private and public.[26]

WHEREFORE, respondent Melquiades A. Briones, Clerk III of the Office of the Clerk of Court En Banc, is adjudged GUILTY of Conduct Prejudicial to the Best Interest of the Service and Willful Failure to Pay Just Debts and is SUSPENDED without salaries for TWENTY (20) DAYS. He is likewise ordered to PAY his debt to Ms. Marites Federis in the amount of P65,000.00 within ninety (90) days from receipt of this Resolution. He is also STERNLY WARNED that a commission of the same or similar acts in the future, including a violation of this Resolution, will be dealt with more severely.

SO ORDERED.

Puno, C.J., Quisumbing, Ynares-Santiago, Sandoval-Gutierrez, Carpio, Austria-Martinez, Corona, Carpio-Morales, Azcuna, Tinga, Chico-Nazario, Garcia, and Velasco, Jr., JJ., concur.

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[1] Rollo, p. 51.

[2] Id. at 49.

[3]Id. at 50.

[4] Id. at 45.

[5] Id. at 42.

[6]Id. at 41.

[7]Id. at 40.

[8] Id. at 37.

[9] Id. at 38.

[10] Memorandum to Mr. Briones and Letter to Ms. Federis, both dated May 4, 2007, id. at 34 and 35, respectively.

[11] Stenographic notes of the investigation conducted on May 18, 2007, p. 3; id. at 24.

[12] Memorandum to Mr. Briones dated May 22, 2007; id. at 32.

[13]Stenographic notes of the investigation conducted on May 24, 2007, p. 3; id. at 17.

[14]Letter to Ms. Federis and Memorandum to Mr. Briones, both dated May 24, 2007; id. at 30 and 31, respectively.

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[15] Rollo, p. 27.

[16] Id. at 29.

[17] Minutes of Hearing dated May 31, 2007, id. at 20.

[18]Memorandum dated June 1, 2007; id. at 21.

[19] Stenographic notes dated June 6, 2007, p. 1; id. at 11.

[20] Rollo, p. 19.

[21] Id. at 9.

[22]Memorandum dated July 5, 2007, pp. 6-7; id. at 6-7.

[23]Under Section 22, Rule XIV of the Omnibus Rules Implementing Book V of Executive Order No. 292, as amended by Civil Service Commission (CSC) Memorandum Circular No. 19, series of 1999, just debts are: (1) claims adjudicated by a court of law; or (2) claims the existence and justness of which are admitted by the debtor. (emphasis supplied)

[24] Villaseï¿½or v. De Leon, 447 Phil. 457, 463 (2003).

[25] A.M. No. 03-06-13-SC, Code of Conduct for Court Personnel, effective June 1, 2004.

[26] In Re: Complaint for Failure to Pay Just Debts Against Esther T. Andres, A.M. No. 2004-40-SC, March 1, 2005, 452 SCRA 654, 664.

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