

**ABDON SEGUISABAL COMPLAINANT, VS. HON. JOSE R. CABRERA,  
CITY JUDGE OF TOLEDO CITY, RESPONDENT.***A.M. No. 2209-CTJ. August 27, 1981*

Ponente: MELENCIO-HERRERA, J.

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In his verified Complaint filed on 18 June 1979, Abdon Seguisabal has charged City Judge Jose R. Cabrera of Toledo City with gross misconduct in office and gross ignorance of the law for having solemnized, on 14 April 1978, the marriage of Jaime Sayson and Marlyn Jagonoy without the requisite marriage license pursuant to Article 53 of the Civil Code, and for having failed to transmit a copy of the marriage contract, signed by him and the parties, to the Office of the Local Civil Registrar of Toledo City within fifteen (15) days from the date of solemnization as mandatorily required by Article 68 of the same Code.

That respondent actually solemnized said marriage without the requisite license, is shown by the marriage contract issued to the contracting parties (Annexes "C", "C-1"). The failure to transmit a copy of the marriage contract to the Local Civil Registrar is substantiated by the Certifications, both issued on 5 June 1979, by the Local Civil Registrar of Toledo City (Annex "A" and "B").

Required to comment, respondent Judge explained:

"On April 14, 1978 at around 12:00 o'clock noon, Jaime Sayson and Marlyn Jagonoy accompanied by the mother of Jaime Sayson, the father of Marlyn Jagonoy and several others appeared before my Office bringing with them a Marriage Contract to be solemnized in marriage. I asked them for their Marriage License but they told me that the Local Civil Registrar of Toledo City cannot issue the same because the one in-charge was not in his Office, it being al-ready 12:00 o'clock noon. The bride-to-be was three months pregnant.

Presuming that the papers were in order inasmuch as the parents were present, I solemnized the marriage but told the parties to come back in the afternoon together with the Marriage License. The parties did not come in the afternoon and the papers left in my office were lost in the mass of paper works attendant in the Office of the City Judge, in fact, I have virtually forgotten about it myself.

Sometime in May 1979, about a year after, a crying girl bringing with her a child appeared before me in my office and I identified her as Marlyn Jagonoy. She in-formed me that her husband, Jaime Sayson, who was a draftee in the Philippine Army died in an en-counter with the Muslim rebels in Maguindanao and subsequently died. The army authorities will give her the benefits if and when she can prove that she was actually married to the said Jaime Sayson. In sympathy and fairness to Marlyn Jagonoy whose marriage I actually solemnized, I searched for the papers and found them. I told the father of Marlyn to go to the Local Civil Registrar's Office in order that Marriage License be issued to her which he did but came back and told me that the Local Civil Registrar will not receive the papers and will not issue the Marriage License for the reason that the parties have not attended the Family Planning Seminar required by law before Marriage License may be issued. Believing that Family Planning was no longer necessary inasmuch as Jaime Sayson was already dead, I issued to them the Marriage Contract in order that they can enjoy the benefits accruing Jaime Sayson who died a hero's death in the service of the flag of the Republic. In issuing the Marriage Contract, I had done it in good

faith and in sympathy and in fairness to the widow, Marlyn Jagonoy, whom I believe is entitled to the benefits she could not enjoy it simply because of the technicality of the law. The issuance of the Marriage Contract made everybody happy. The parents of the boy and the parents of the girl were satisfied and are not even a party to this Complaint" (Rollo, pp. 9-10).

Respondent Judge further averred that the complainant herein was obviously ill-motivated and resorted to this administrative action out of spite because he had, on 24 November 1978, dismissed Criminal Case No. A-1712 for Alarm and Scandal filed by complainant against a certain Marcelo Rizal, and that complainant is the accused in Criminal Case No. A-1907 for Qualified Theft pending before respondent's Court.

Considering the admissions made by respondent, and as observed in the Memorandum Report dated 22 October 1980 submitted by Deputy Court Administrator, Leo D. Medialdea, concurred in by Court Administrator, Justice Lorenzo Relova, there was no more need for a formal investigation to determine the administrative liability of respondent Judge. Respondent must be held guilty of the charge filed for in solemnizing the marriage of Jaime Sayson and Marlyn Jagonoy on 14 April 1978 without requiring the essential pre-requisite of a marriage license, respondent had undoubtedly transgressed Article 53(4) of the Civil Code in the absence of any showing that the subject marriage falls under marriages of an exceptional character wherein a license is not mandatorily required. Respondent was likewise remiss in his duty under Article 68 of the Civil Code to transmit to the Local Civil Registrar of Toledo City, within fifteen (15) days from the date of solemnization of the marriage in question, a copy of the marriage contract duly signed by him as the solemnizing officer and by the contracting parties.

The defense of good faith interposed by respondent is unavailing. As a judicial officer, he is expected to know the law on the solemnization of marriages. His feeling of "sympathy and fairness to the widow, Marlyn Jagonoy" cannot serve as a license for him to deliberately transgress or dispense with legal requisites.

In view, however, of respondent's twenty-seven (27) years and seven (7) months of service in the Judiciary, and considering that he has applied for retirement under Republic Act No. 5095 due to schemic heart ailment, we have mitigated the corresponding administrative sanction.

WHEREFORE, finding respondent Judge to be guilty of gross neglect of duty, he shall pay a fine equivalent to three (3) months salary, the same to be deducted from his gratuity upon his retirement from the service.

A copy of this Decision should be attached to his personal record.

**SO ORDERED.**

Teehankee, (Chairman), Makasiar, Fernandez, and Guerrero, JJ., concur.

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