

**MONICA SARMIENTO, COMPLAINANT, VS. RAYMUNDO R. CRUZ,  
MUNICIPAL JUDGE OF NORZAGARAY, BULACAN, RESPONDENT.**

*A.M. No. 306-MJ. July 25, 1975*

Ponente: ANTONIO, J.

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**ANTONIO, J.:**

This administrative charge arose out of a complaint, dated June 5, 1968, filed by Monica Sarmiento with the Department of Justice against Raymundo R. Cruz, Municipal Judge (now retired) of Norzagaray, Bulacan, imputing to him "serious professional malpractice, grave misconduct, abuse of functions of his office" and "highly reprehensible fraud and deceit" perpetrated upon the complainant and her father, Emiliano Sarmiento.

On June 1, 1970, the Department of Justice referred the complaint to the District Judge, Court of First Instance of Sta. Maria, Bulacan, for investigation, report and recommendation. The investigation was accordingly conducted, and on November 21, 1972, District Judge Ambrosio Geraldez of said court submitted his findings and recommendation to the Department of Justice, which in turn indorsed the matter to this Court on January 23, 1973, in accordance with the provisions of Section 7, Article X of the New Constitution.

The facts underlying the charges against respondent are as follows:

On May 17, 1953, respondent Judge who, incidentally, is the first cousin of Catalina Cruz, wife of Emiliano Sarmiento, complainant's father, prepared and ratified a deed of donation whereby Emiliano Sarmiento donated to his children, namely, Monica, Santos, Magdalena and Apolinario, certain aliquot portions of a parcel of land in Norzagaray, Bulacan, covered by Original Certificate of Title No. 204 of the Bulacan Registry. The donation was accepted by the donees but the instrument was never registered. In September 1964, respondent volunteered to negotiate the sale of said land to the House of Investments, Inc. and, with the consent of Emiliano Sarmiento, actually brought about the sale thereof for the amount of P50,000.00. The deed of sale signed by Emiliano Sarmiento as vendor, was prepared and notarized by respondent. From the proceeds of the sale, P10,000.00 was received by the vendor and the remaining P40,000.00 was deposited with the Industrial Finance Corporation for the joint account of Emiliano Sarmiento and Monica Sarmiento, upon the suggestion of respondent who assured complainant and her father that the amount will earn interest at the rate of 12% per annum. Subsequently, respondent made Emiliano Sarmiento sign withdrawal slips and withdrew the amount of P20,000.00 from the deposit on November 4, 1965, followed by two or more withdrawals in the amounts of P10,000.00 and P5,000.00, respectively. The total sum withdrawn thus amounted to P35,000.00. The withdrawals were discovered by complainant Monica Sarmiento only when she received a very small amount of interest on their deposit with the Industrial Finance Corporation. On February 28, 1966, respondent Judge, by means of an instrument (Exhibit "D") written on his court's stationery, admitted having received the amount of P35,000.00 so withdrawn from Emiliano and Monica Sarmiento, for the purpose of investing the same in a trucking business with a guaranteed interest of 12% per annum. Prior to the execution of this instrument, respondent had prepared a document, signed by Emiliano Sarmiento, stating that the remaining cash money of the latter would be owned solely by Monica, to the exclusion of her brothers and sister. In December, 1967, because complainants' brothers and sister were

questioning the ownership of the P40,000.00 remaining from the proceeds of the sale, respondent prepared another document, witnessed by him and signed by Emiliano and Monica Sarmiento whereby the amount of P40,000.00 deposited in their joint account was transferred to Monica as her own, exclusively. Due to the failure of respondent Judge to either pay the promised interest or to return the amount of P35,000.00 afore-mentioned despite a letter of demand from complainant, the latter filed a complaint for estafa against the respondent, but the same was subsequently withdrawn when respondent executed a real estate mortgage over a parcel of land belonging to him in favor of complainant to secure the payment of P41,000.00, which amount included unpaid interest.

On October 7, 1968, respondent filed a complaint for interpleader against Emiliano Sarmiento and his children – Magdalena, Monica, Santos and Apolinario, all surnamed Sarmiento – alleging that plaintiff (respondent herein) desired to ascertain to whom among the defendants the amount due should be paid. This case ended in a compromise agreement among the Sarmientos and the respondent, and on December 12, 1968, after considerable delay on the part of respondent, the sum due, then already amounting to P43,000.00, was finally distributed among the Sarmientos, including the three children previously excluded. In the meantime, or on June 5, 1968, the instant administrative charge was lodged against the respondent.

The Investigating Judge found "that the respondent, despite the relationship and the complete trust and confidence reposed on him by the Sarmientos, wantonly violated such trust in his desire to take advantage of the ignorance of the persons who gave him that trust to serve his own selfish purpose and interest . . ." This conclusion is premised on the findings made by the Investigating Judge that respondent was so trusted by the Sarmientos that the sale of their property was fully left to his discretion, including the determination of the price and where the proceeds of the sale shall be deposited or invested, and that because of such trust, respondent was able to withdraw the total amount of P35,000.00 by simply requiring Emiliano Sarmiento, who is already 86 years old, to sign the withdrawal slips, without the knowledge of Monica Sarmiento.

The investigator also found that respondent has inconsistent explanations with respect to the withdrawal of the amount of P35,000.00. He referred to the P35,000.00 as the contribution of Emiliano Sarmiento or Monica Sarmiento in their joint venture in the trucking business. During the investigation, respondent declared that the afore-mentioned amount was loaned by the Sarmientos to one Mayor Payumo through his (respondent's) intervention. In the deed of real estate mortgage executed by respondent over his own property in favor of Monica Sarmiento after she filed a complaint for estafa against him on June 5, 1968, he made it appear that the amount of P41,000.00 was directly loaned to him by Monica Sarmiento.

There is no question that respondent has taken advantage of the trust of the Sarmientos in an unconscionable manner by appropriating for his own personal ends their money in the sum of P35,000.00 which he refused to return in spite of formal demand made by their lawyer. While respondent had actually reimbursed said amount to them, it is undeniable that he has withheld said amount to their prejudice for a period of almost five (5) years. These actuations of respondent constitutes serious misconduct. Indeed, a judge should be irreproachable both in his official as well as in his private conduct. Any act of dishonesty or unfairness committed by him detracts considerably from the trust and confidence reposed by the public in his office.

However, in view of the fact that respondent had fully restored the amount of P41,000.00 including the interest therein, his retirement from the Bench, his service of about ten (10) years in the Judiciary, and his present physical condition, constrains this Court from imposing a more severe penalty.

WHEREFORE, in view of the foregoing, respondent is hereby fined in an amount equivalent to his salary for six (6) months, the same to be deducted from the proceeds of his retirement benefits and privileges.

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

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