

LOLITA HERNANDEZ LOY, COMPLAINANT, VS. DEPUTY SHERIFF WILLIAM BADEN, RESPONDENT.

A.M. No. 92-1-030-RTC. May 21, 1993

Ponente: NARVASA, C.J.

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NARVASA, C.J.:

On October 21, 1991, the Executive Judge of the Regional Trial Court at Baguio City, Hon. Ruben C. Ayson, brought to this Court's attention the letter dated September 12, 1991 of Ms. Lolita Hernandez Loy, accusing Deputy Sheriff William Baden, RTC, Branch III, Baguio City, of serious irregularities in the auction sale, conducted in her absence, of her real property covered by Transfer Certificate of Title No. T-23372.

It appears that in Civil Case No. 9611-R of Branch III of the Regional Trial Court at Baguio City, judgment was rendered in favor of the plaintiff, Viola Macario, against the defendants, the spouses Lolita Hernandez Loy and Johnny Loy. The decision commanded payment by the latter to the former of the sum of P29,000.00. The judgment became executory and the property of Lolita Hernandez Loy above described, covered by TCT No. T--23372, was levied on to satisfy the judgment.

At the execution sale conducted by respondent Sheriff Baden on November 21, 1988, the highest bid was submitted by one Clemente Gomoyod, in the amount of P242,000.00. Gomoyod's written bid, addressed to Deputy Sheriffs Baden and Alfonso V. Melgar, pertinently reads as follows:

“Please accept my Offer to Bid in the above Public Auction Sale in the amount of P242,000.00, representing:

P 29,000.00 - due to Viola Macario;

P203,000.00 - as payment of interest of Carmen Daclan of the property subject of the sale;

P 10,000.00 - for expenses necessary in the auction sale as publication, capital gains tax, etc.”

Submitted with this bid was another letter, ostensibly from Carmen Daclan, also dated November 21, 1988, also addressed to Sheriffs Baden and Melgar, and appearing on cursory examination to have been typed on the same typewriter as Gomoyod's written bid, pertinently reading as follows:

“Relative to that Public Auction Sale of the above case, please be informed that undersigned have pecuniary interest (sic) of the property subject thereof in the sum of Two Hundred Three Thousand Pesos (P203,000.00), Philippine currency.

The above sum represent and broken as follows, to wit (sic):

1. P 53,000.00 - representing amount paid to debt of above-respondents;
2. P130,000.00 - representing amount paid by undersigned to respondents for the execution of Conditional Sale of the same property;
3. P 20,000.00 - representing arrears of city services chargeable to the property which undersigned paid in

behalf to respondent. (sic)

Please include the amount in the consideration of the above Public Auction Sale so as for me to waive my rights over the property.” (sic)

Gomoyod gave to Sheriff Baden the sum of P39,000.00 in cash, and as mentioned in his written bid, undertook to deliver the balance of P203,000.00 to Carmen Daclan whom he represented to be a creditor of Lolita Hernandez. Carmen Daclan confirmed that she indeed had a money claim against Lolita Hernandez and promised to present the corresponding documents to Baden. Baden then executed a certificate of sale in favor of Gomoyod on the following day, November 22, 1988. Out of the P39,000.00 accepted by him from Gomoyod, Baden paid P29,000.00 to the judgment creditor, Viola Macario, and retained P10,000.00 apparently for “expenses incurred in the publication, posting, registration and other miscellaneous expenses” (respondent’s Comment dated October 19, 1991).

For some reason, it was not until almost three (3) years later that Lolita Hernandez complained to Executive Judge Ayson. As stated in this Resolution’s opening paragraph, Lolita Hernandez’s letter-complaint was presented in September, 1991. Be this as it may, on the same day that he received Lolita Hernandez’s complaint, Judge Ayson required Baden and Clerk of Court Delilah Muñoz, Ex-Officio City Sheriff, to comment thereon within five (5) days. Judge Ayson also required Deputy Sheriff Alfonso Melgar to “comment on the circumstances of your signing as a witness to the Sheriff’s Certificate of Sale.”

Clerk of Court Muñoz’s comment made clear her lack of complicity in the transactions in question, since she commenced to discharge her duties and functions as Clerk of Court and Ex-Officio City Sheriff only on September 12, 1990. In his own comment, Sheriff Melgar asserted that his participation in the auction sale was limited to being attestor, because physically present at said sale, of Sheriff Baden’s signature on the Certificate of Sale, and that he had “no personal knowledge as to the disposition of the proceeds of the auction sale ** (nor) as to the remittance by the highest bidder of the bid amount **.”

In the Comment submitted by him under date of 19 October 1991, respondent Baden admitted all the foregoing facts, and further stated the following:

“Thereafter (i.e., after the sale on November 21, 1988), the claimant Carmen Daclan submitted a Deed of conditional Sale dated 27 June 1986 between herself as the Buyer and Lolita Hernandez as the Seller, of a parcel of land covered by TCT No. T-23372, the same parcel of land subject of the auction sale. Coupled therewith is a Certification execut(ed) by Tommy Fernandez, Mary Ligawen, Theresa Cadangen, and Corazon Ahyn Wong, dated 18 November 1988, allegedly witnessing the delivery of FIFTY THREE THOUSAND (P53,000.00) PESOS cash, by Carmen Daclan to Lolita Hernandez on 22 August 1984.

A perusal of the said documents presented however, would show that it is Carmen Daclan who seems to be indebted to Lolita Hernandez, considering that she is the installment buyer and has to pay the balance within a certain period of time. It appears that there is no formal nor implied rescission of the same. The Certificate only states, in essence, that they saw the delivery of money from Carmen Daclan to Lolita Hernandez, who, in the same instance, handed it over to Corazon Ahyn Wong, without stating for what purpose is the money for or what its relation to the case at bar. Thus, despite the repeated insistence of Clemente Gomoyod and/or Carmen Daclan, their agents and representatives to issue a Writ of Possession and/or Sheriff’s Final Certificate of Sale, the undersigned refused, and the same has not yet been issued to the present.

To the knowledge of the undersigned, there is a pending case in the Regional Trial Court of baguio City, seeking the nullification of the above-stated Sheriff’s Certificate of Sale.

The undersigned would like to make it of record that while he had been employed with the Regional Trial

Court for some time prior to the above-stated auction sale, this was his first auction sale conducted as he was newly appointed as a Deputy Sheriff at said time. Thus, he was assisted by one of the veteran Deputy Sheriffs of the same Court, whose advise on the proceedings was duly followed. Whatever lapses in the procedure and in the documentation thereof may be taken as due to mistake and excusable negligence, considering that he had no experience nor actual working knowledge thereof at said time. Let it also be known, as I swear to the truth hereof, that I have not in any way nor in any manner, received any of the moneys that were remitted by virtue of said proceeding, nor any other money in consideration thereof, except the legal sheriff's expenses incurred in the publication, posting and miscellaneous expenses thereon, duly supported by the corresponding receipts.

In my present opinion, I sincerely believe that the above-described auction sale be rendered nugatory due to the failure of the highest bidder to tender in cash his bidden amount to the undersigned, and for the failure of Carmen Dcalan to duly support her alleged claim on the property subject thereof."

The case is now before this Court, having as aforestated been officially referred to it by Executive Judge Ayson.

The admissions of respondent Baden satisfactorily establish the truth of the allegations of the letter-complaint of Ms. Lolita Hernandez. They make plain his deviation from the procedure prescribed by the Rules of Court for execution sales. Said rules require sheriffs conducting execution sales to demand payment in full of the price offered by the highest bidder, and do not grant sheriffs any authority whatever to ascertain the validity of claims thereon by third parties, much less to make dispositions thereof according to their personal or unilateral discretion and judgment. Baden's plea that the sale of November 21, 1988 was the very first conducted by him, and that after discovering his error, he had spurned the repeated requests of Clemente Gomoyod and/or Carmen Daclan, their agents and representatives that he execute a Writ of Possession and/or Sheriff's Final Certificate of Sale, and that actually, he has consistently refused up to the present to issue said documents, may be deemed as mitigatory or extenuating circumstances, but may not absolve him from liability for his ignorance of the law governing execution sales and his reckless exercise of functions as deputy sheriff.

As regards Clerk of Court Delilah Muñoz and Deputy Sheriff Alfonso Melgar, the record discloses no cause for proceeding against either of them, administratively or otherwise.

WHEREFORE, Deputy Sheriff William Baden, RTC Branch 6, Baguio City, is found guilty of serious neglect of duty and is hereby sentenced to suffer the penalty of SUSPENSION for one (1) month.

IT IS SO ORDERED.

Cruz, Feliciano, Padilla, Bidin, Griño-Aquino, Regalado, Davide, Jr., Romero, Nocon, Bellosillo, Melo, and Quiason, JJ., concur.

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