

SPOUSES ERLINO AND SELMA LITIGIO, COMPLAINANTS, VS. JUDGE CELESTINO V. DICON, MUNICIPAL TRIAL COURT, AURORA, ZAMBOANGA DEL SUR, RESPONDENT.

A.M. No. MTJ-93-806. July 13, 1995

Ponente: QUIASON, J.

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QUIASON, J.:

Two administrative complaints were filed against respondent, the presiding judge of the Municipal Trial Court, Aurora, Zamboanga del Sur for willful non-payment of just debt.

I

A.M. No. MTJ-93-806

Complainants alleged that respondent was a boarder at their house in Pagadian City while the latter was still an Assistant City Prosecutor. On January 15, 1989, respondent obtained a loan of Fifty Thousand Pesos (P50,000.00) from complainant Selma Litigio, and executed a promissory note in her favor (Rollo, p. 8). When the note became due and demandable, respondent promised to pay her after the harvest of his fishpond. When respondent failed to pay anew, she sent a written demand with a grace period of 30 days for respondent to settle his debt (Rollo, p. 9).

In a letter dated September 19, 1991, respondent acknowledged his debt and asked only for additional time within which to pay the note (Rollo, p. 10). However, despite respondent's repeated promises to pay, his debt remained unpaid; thus, the filing of the present complaint.

In his comment, respondent admitted receiving the money but denied the loan transaction. He claimed that the amount was complainant Selma Litigio's capital investment in his fishpond project, but since the investment was made without the knowledge of her husband, respondent was requested to execute the promissory note to make it appear otherwise. He further alleged that the complaint was filed to besmirch his reputation (Rollo, p. 16).

In their reply to the comment, complainants invoked the best evidence rule in the interpretation of the promissory note executed by respondent. They also made reference to respondent's series of correspondence, where he acknowledged his debt (Rollo, pp. 10-12).

By resolution, we referred the matter for investigation to Executive Judge Franklin Villegas of the Regional Trial Court, Pagadian City (Rollo, p. 36).

Pending investigation of the matter, a compromise agreement was executed by the parties, where respondent admitted his indebtedness of P50,000.00 to complainants, and offered to pay the said amount with interest of P5,000.00 for the period between May and July, 1994 (Rollo, p. 43). In view thereof, the parties filed a "Joint Motion to Dismiss" dated April 26, 1994 (Rollo, p. 45).

In an Order dated July 11, 1994, the investigating judge recommended that the administrative matter be

considered terminated and dismissed (Rollo, p. 53).

A.M. No. MTJ-93-863

Complainant Jurie Tindoc was a subordinate of respondent, who was then Assistant City Prosecutor of Pagadian City. Due to the insistence of respondent, who was in need of money, complainant Jurie Tindoc and her husband, complainant Eufermo Tindoc, obtained a loan of P30,000.00 from Lilia Sardalla on November 11, 1988. The loan was evidenced by a promissory note (Rollo, p. 9). Complainants delivered the proceeds of the loan to respondent.

Respondent's wife executed a promissory note with the interest of 5% a month in favor of complainants. Respondent affixed his signature therein to show his marital consent. It was also noted that "The said amount of P30,000.00 was borrowed from MRS. LILIA SARDALLA and the undersigned Creditor, Mr. Eufermo Tindoc, acts as guarantor of the said obligation" (Rollo, p. 9).

Complainants alleged that respondent paid only the monthly interest due from December 1988 until September 1990. Thereafter, respondent never made any further payment either on the principal or the interest. On August 22, 1991, complainants sent a demand letter to respondent, who was already a judge of the municipal trial court.

In his letter dated September 19, 1991, respondent assured complainants of his willingness to settle his obligation as soon as he found a buyer of his fishpond, and if they could wait no longer, he expressed willingness for complainants, along with the complainants in A.M. No. MTJ--93-806, to take over the administration of the fishpond (Rollo, p. 11).

When complainants sent anew a demand letter (Rollo, p. 12), respondent reiterated his offer to turnover the operation of the fishpond to them. He informed them that resorting to a civil action against him would be futile because his salary was exempt from execution. He also questioned the rate of 5% interest a month as usurious (Rollo, p. 13).

Due to the failure of respondent to pay his obligation, complainants were compelled to settle their obligation with Lilia Sardalla.

In his comment, respondent denied owing any amount to complainants and claimed that the amount of P30,000.00 he received from them was their investment in the fishpond. He further claimed that he had since paid complainant a total of P70,400.00.

Respondent proposed the following: (1) that complainants take over the management of his fishpond and apply the proceeds thereof to the payment of their investment; (2) that the parties execute a contract of sale of the fishpond (with option to repurchase) in the amount of P150,000.00; or (3) that complainants be directed to accept a monthly installment of P1,000.00 until their investment is fully paid (Rollo, p. 115).

In their reply, complainants denied entering into any joint venture with respondent in the fishpond project. They asserted the clear tenor of the promissory note, where respondent and his wife acknowledged their indebtedness.

In the Resolution dated May 11, 1994, we resolved: (1) to dismiss the complaint; and (2) to direct respondent to settle his obligation with complainants and immediately submit a report thereon (Rollo, p. 134).

In compliance with our resolution, respondent submitted a draft of a compromise agreement, where he proposed to pay the amount of P40,000.00 payable at a monthly rate of P1,000.00 with interest of 12% a year (Rollo, p. 135). In their counter-manifestation, complainants rejected said proposal since it did not conform to the agreed rate of 5% interest a month as stipulated in the promissory note.

II

Respondent acknowledged his obligations to the complainants in A.M. No. MTJ-93-806 in their compromise agreement (Rollo, p. 43), which together with the "Joint Motion to Dismiss" renders the case moot and academic.

The circumstances in A.M. No. MTJ-93-863 are similar in nature. Unfortunately for complainants herein, no compromise agreement was reached with respondent.

We commiserate with the predicament of the complainants in A.M. No. MTJ-93-863. However, this Court is not the proper forum for the redress of grievance for unfulfilled obligations of the members of the Judiciary. Neither does this Court take original jurisdiction of complaints for collection of debts. Complainants' course of action is civil, not administrative, in nature and the proper reliefs may be obtained from the regular courts.

Needless to state, this Court does not look with favor at the members of the judiciary who fail to discharge their obligations. Respondent is reminded that public servants, particularly those employed in the judiciary, should conduct themselves, both in public and in private, with propriety and decorum.

WHEREFORE, we DISMISS the complaint in A.M. No. MTJ-93-806 for being moot and academic and the complaint in A.M. No. MTJ-93-863 for raising issues which should be the subject of a civil case filed with the appropriate court.

SO ORDERED.

Padilla, (Chairman), Davide, Jr., Bellosillo, and Kapunan, JJ., concur.

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