

**ALFONSO V. AGCAOILI, COMPLAINANT, VS. ROUMEL M. REYES,
DEPUTY SHERIFF OF MANILA, RESPONDENT.***A.M. No. P-1881. September 25, 1980*

Ponente: MELENCIO-HERRERA, J.

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Complainant, Atty. Alfonso V. Agcaoili, is a practicing lawyer. Respondent Roumel Reyes, at the time pertinent to this case, was the Deputy Sheriff assigned to Branch VII of the Court of First Instance of Manila.

The evidence discloses that, on December 21, 1975, respondent had levied on several pieces of machinery located at the Buena Sawmill, Inc., in Pamplona, Las Piñas, Rizal, by virtue of a Writ of Execution issued against Chemplex (Phils.), Inc., in Civil Case No. 91971 of the Court of First Instance of Manila entitled "Remington Industrial Sales Corp. vs. Chemplex (Phils.), Inc., et al" (the Manila case). During the hearing in connection with a third-party--claim filed by the First National City Bank (the plaintiff in Civil Case No. 21628 of the Court of First Instance of Rizal, entitled "First National City Bank vs. Chemplex [Phils.], Inc., et al., [the Rizal Case, for brevity]), Atty. Charles Anastacio, counsel for the Bank, revealed to the Court that according to Atty. Alfonso V. Agcaoili, the Bank's principal counsel, respondent approached the latter and informed him that the value of the properties attached by him (respondent) in the Manila case was much in excess of the amount claimed by Remington Industrial and that he would be willing to release the excess properties for a consideration. It appears that, in the Rizal case, the First National City Bank had secured Writs of Attachment against the properties of the defend-ants Chemplex Phils., Inc. and Tommy P. S. Lim for the sums of P14,809,927.60 and P5,250,000.00, respect-ively, but that because properties could not be found despite diligent efforts, the Writs could not be enforced.

Acting on the manifestation of Atty. Anastacio, Hon. Amante P. Purisima, Presiding Judge of Branch VII, Court of First Instance of Manila, issued an Order on March 9, 1976 requiring Atty. Agcaoili, as an officer of the Court, to file his comment under oath in view of the imputation of serious malfeasance against respondent.

On March 22, 1976, Atty. Agcaoili, as complainant, submitted his Affidavit. Respondent filed his Answer on April 12, 1976 pursuant to a directive issued by the then Executive Judge of Manila, Judge Serafin Cuevas. Respondent's Answer was not under oath.

In his Affidavit, complainant narrated in part:

"3. Sometime in the early part of January, 1976, the exact date of which affiant cannot now recall, affiant met for the first time Mr. Roumel Reyes who intro-duced himself as Deputy Sheriff of the Court of First Instance of Manila. The meeting took place at affiant's office at the 5th Floor of the Citibank Center, Paseo de Roxas, Makati, Rizal, more specifically in the room jointly occupied by affiant and his son, Atty. Antonio V. Agcaoili. Apart from affiant, Atty. Antonio V. Agcaoili and Deputy Sheriff Reyes, there were two or three other persons unknown to the affiant. The conversation, however, was limited to the affiant, Atty. Antonio V. Agcaoili and Deputy Sheriff Roumel Reyes. During the conversation aforesaid, Roumel Reyes stated that as Deputy Sheriff of the Court of First Instance of Manila (he did not state of what Branch) he had levied on attachment various

properties of Chemplex Philip-pines, Inc.; that the claim of the plaintiff for whom the levy was made was around P100,000; that the properties he levied upon were, however, worth much more than P100,000 and were estimated by him to be worth at least P1,200,000. He then stated that he would be willing to reveal to us the location of the properties levied upon by him for a consideration of P20,000.00. The affiant informed Mr. Roumel Reyes that if the latter will inform the affiant of the location of the properties of Chemplex Philippines, Inc., the FIRST NATIONAL CITY BANK would be satisfied to levy on said properties as second attaching creditor and the affiant would be willing to give him a reasonable compensation based on the value of the properties that we may be able to secure and levy upon because of the information that he will furnish us. Mr. Reyes, however, refused our counter proposal and insisted that we firmly commit ourselves to pay him the P20,000, otherwise he would not reveal to us the location of the properties of Chemplex Philippines, Inc. He suggested that the FIRST NATIONAL CITY BANK pay-off the creditors in whose favor he made a levy on attachment so that the said Bank can get a first levy on the properties. The affiant informed Mr. Reyes that the Bank would be satisfied as a second attaching creditor since, according to Mr. Reyes, the properties he had levied upon were worth much more. Mr. Reyes then said that unless we firmly commit ourselves to pay him P20,000.00 he might release the properties which he levied upon in excess of P100,000. The affiant then told him that if he does that, Chemplex Philippines, Inc. may dis-pose of the properties released by him to the prejudice of FIRST NATIONAL CITY BANK and the affiant tried to convince him not to release the properties. Mr. Reyes simply replied that he will think it over."[1]

Refuting the foregoing in his Answer, respondent countered:

"9. It is not true that I gave the estimate to Atty. Agcaoili that the properties attached is worth at least P1,200,000.00. I told him it may be worth more than P200,000.00 if all the items consisting of parts of a machinery will be sold as a whole, not separately to dif-ferent buyers. It is also not true that I would be willing to reveal the location of the properties for a consideration of P20,000.00. It was Atty. Agcaoili who tried to induce me to reveal the location of the properties by offering a reward, which offer of reward I refused. It is not also true that I suggested that the First National City Bank 'pay off' the creditor in whose favor I made a levy of attachment. What I suggested was a cash deposit to be made by the First National City Bank with the Court in an amount equivalent to plaintiff's claim plus actual expenses already incurred by it. Atty. Agcaoili's statement that 'unless we firmly commit our-selves to pay P20,000.00 I might release the properties which I levied upon in excess of P100,000.00' is likewise false. Firstly, I did not ask or even mention to him to 'commit' anything, I did not even mention the phrase 'P20,000.00'. I never asked for any reward or even 'commitment' or even mention the same. Secondly, I did not state that I 'might release the properties which I levied in excess of P100,000.00.' It must be emphasized here that if these allegations of Atty. Agcaoili were true, they could have complained earlier and/or they could have taken necessary steps to stop me from my alleged threat to release the alleged excess. But they did not. Furthermore, the attached properties will only be of much value if the same are intact and sold as a whole con-sidering that they consist of parts of a machinery. To release some and retain the others, the attached properties would not command a good price. The sale of a few items to one and the rest to others will diminish considerably the value of the items, as separately they may be considered as merely junk or scrap. Finally, I cannot release any of the properties levied without the written conformity of the plaintiff;"[2]

Hearings were thereafter conducted by Executive Judge Cuevas during which complainant was cross-examined by respondent's counsel.

On July 10, 1980, Executive Judge Jose C. Colayco of Manila, who substituted for Judge Cuevas in the investigation, submitted his Report and expressed his findings as follows:

"x x x The version given by Atty. Agcaoili of the conversation between him and the respondent in his law-office is more credible than that given by the latter. Atty. Agcaoili is a reputable member of the bar. It is not likely that he would accuse an officer of the court with a serious misconduct unless he was sure of it. His answers under

cross-examination preclude possibility of mistake on his part. The following passages of his testimony on September 1, 1976 show this:

"WITNESS

A

We did not agree to paying the obligation due Remington without being (sic) seen the properties that we are going to get in exchange.

Q

You mentioned that Mr. Reyes was not amenable to reveal the locations of the properties attached?

A

He said that he won't reveal unless we pay him P20,000.00.

COURT

Q

What is that P20,000.00 that he was asking?

WITNESS

A

Sort of informant (sic). (informant's fee?)

Q

It was very clear then your conversation with him that unless the P20,000.00 is given, then the properties alleged that would be attached should not be revealed?

The location, that was the consideration for the P20,000.00?

WITNESS

A

Yes, sir.

(t.s.n., pp. 11-12, Sept. 1, 1976)

ATTY. REYES

Q

You readily become happy because he was there to give you information?

A

I was told that he has information about the properties of Chemplex and I was happy.

Q

And you said that you were willing to give a reward, do you confirm that?

A

Yes, the reasonable reward that was the word I used.

Q

And you said to him that you will give him a reward?

A

This was the phrase I've said –

WITNESS

I can not commit to you any amount I said, but show us what these properties are and we are not ungrateful people and willing even to give you a reasonable reward for whatever information you can give us.

COURT

Q

Was this after it mentioned of P20,000.00 may be made or prior?

A

Yes, your Honor.

(t.s.n., pp. 46-47, Sept. 1, 1976)

ATTY. REYES

Q

Did you not find out what are the properties in possession of Mr. Reyes?

A

We did not. He would not tell me what court he is a Sheriff, of what case is involved, what are the properties he has attached nor where are the properties he has attached, he said that we better dis-cuss first whether of not we will give the P20,000.00 or any amount.

Q

Even without telling you the properties in his possession?

WITNESS

A

Without telling me and that is precisely one reason I could not consider the proposal to accept.

Apparently, he wanted me to take his word for the properties worth P1,200,000.00.

(t.s.n., pp. 49-50, Sept. 1, 1976)

"Atty. Agcaoili was not motivated by any ill feeling against the respondent. He executed the affidavit in compliance with an order of Judge Purisima. He informed the presiding judge after his cross-examination that he would not appear when the respondent took the stand and made it clear that he had not filed any complaint against the respondent. The persistent refusal of the respondent to reveal the location of the properties supports the testimony of Atty. Agcaoili. If it is true that he was willing to cooperate, as he alleges in his answer, why did he not say where the properties were located? The inconsistency between his conduct and his declaration shows the insincerity of his denial. The action of the respondent in the premises is highly

reprehensible. The existence of the properties attached by him came to his knowledge in his capacity as a sheriff. As an officer of the court, he was not an agent of the plaintiff. In demanding what constituted in effect an informer's fee, he violated the rigid standards of integrity required of him by the law, and undermined the people's faith in the administration of justice (Valencia vs. Pamisaran, Adm. Matter P-131, March 29, 1974, 56 SCRA 235)."[3]

In his own Report, submitted on August 8, 1980, the Court Administrator was in accord with the foregoing findings and conclusions of the Investigating Executive Judge.

In the light of the recorded evidence, we find as established that respondent, in having demanded P20,000.00 in return for information regarding the location of levied properties, is guilty of serious malfeasance and gross misconduct in office. His denials to the contrary are far from convincing. He has been recreant to the rigid standards of integrity required of all functionaries in the judicial branch of our Government. He has violated the Constitutional precept that a public office is a public trust, having utilized that office more for personal gain and selfish ends. It is reprehensible acts such as his that undermine and erode the people's faith in the administration of justice. It shows his unfitness to continue in office.

WHEREFORE, the immediate dismissal of respondent Roumel Reyes, Deputy Sheriff of Manila, is hereby ordered, with forfeiture of retirement privileges and with prejudice to re-employment in any national or local government office or agency, including government-owned-or-controlled corporation or instrumentality.

SO ORDERED.

Fernando, C.J., Teehankee, Makasiar, Aquino, Concepcion, Jr., Fernandez, Guerrero, Abad Santos, and De Castro, JJ., concur.
Barredo, J., abroad.

[1] pp. 16-17, Rollo.

[2] pp. 8-9, Ibid.

[3] pp. 97-100, Ibid.

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