

MA. CHEDNA ROMERO, COMPLAINANT, VS. PACIFICO B. VILLAROSA, JR., SHERIFF IV, REGIONAL TRIAL COURT, BRANCH 17, PALOMPON, LEYTE, RESPONDENT.*A.M. No. P-11-2913 (Formerly OCA I.P.I. No. 08-2810-P). April 12, 2011*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/bc9ee9ce8a4d/>**PER CURIAM:**

Before this Court is a Sworn Complaint[1] filed on July 4, 2007, by complainant Ma. Chedna Romero (Romero), charging respondent Pacifico B. Villarosa, Jr. (Sheriff Villarosa), Sheriff IV of Regional Trial Court (RTC), Branch 17, Palompon, Leyte, with grave abuse of authority, conduct unbecoming of a government employee, dishonesty and estafa, for failing to remit amounts owing to her by virtue of a compromise agreement.

In accordance with the recommendation of the Office of the Court Administrator (OCA) dated April 21, 2008, the complaint was referred on September 15, 2008 to Judge Apolinario M. Buaya (Investigating Judge), Executive Judge of the RTC of Ormoc City, for investigation, report and recommendation.

The Investigating Judge submitted his Report[2] on January 18, 2010, which was referred on September 6, 2010 to the OCA for evaluation, report and recommendation.

The facts, as culled from the records and the Report of the Investigating Judge, are as follows:

Romero was the plaintiff in a claim for damages, docketed as Civil Case No. 462, entitled "Maria Chedna Romero vs. Sps. Valentin and Enriqueta A. Laurente," filed with the Municipal Trial Court (MTC) of Palompon. The case was amicably settled by way of a Compromise Agreement[3] dated December 8, 2005, duly approved by the MTC, where Spouses Valentin Laurente and Enriqueta Laurente (Spouses Laurente) bound themselves to pay Romero a total amount of P30,000.00, P24,000.00 of which would be paid on or before March 2006, and the remaining balance of P6,000.00 on or before October 2006.

On December 6, 2005, Romero had already received the amount of P10,000.00 from Enriqueta Laurente in partial compliance with the obligation.[4] Failing to receive the balance of P20,000.00 in accordance with the Compromise Agreement, Romero filed a Motion for the Issuance of a Writ Execution dated April 18, 2006, for which a corresponding writ was issued on August 8, 2006. In response thereto, Enriqueta Laurente attested[5] that she had delivered the amount of P20,000.00 to Sheriff Villarosa, as supported by a certification[6] executed by the latter himself, dated May 9, 2007, that they had fully paid such amount. Romero added that Sheriff Villarosa demanded a total amount of P1,500.00 from her on two occasions as sheriff's fee.

In his Comment[7] dated August 7, 2007, Sheriff Villarosa denied any wrongdoing. He admitted having received P200.00 from Romero for gasoline expenses for his trip to the residence of the spouses Laurente. He further admitted having received the total amount of P13,000.00 from Enriqueta Laurente, evidenced by acknowledgment receipts,[8] as follows:

P 3,000.00 September 20, 2006

P 1,700.00 November 15, 2006

P 4,000.00 December 6, 2006
P 1,000.00 January 9, 2007
P 3,300.00 February 28, 2007
P13,000.00

Of the above-stated P13,000.00, Sheriff Villarosa claimed that he had directly turned over P10,000.00 to Romero, evidenced by acknowledgment receipts,[9] as follows:

P 7,000.00 November 2006
P 3,000.00 January 10, 2007
P10,000.00

Regarding the remaining P3,000.00, he claimed that it was given by Enriqueta Laurente directly to the Officer-in-charge (OIC) Clerk of Court of RTC, Branch 17, Palompon.

On May 2, 2007, Romero received the amount of P4,000.00 directly from Enriqueta Laurente.[10] As stated in the earlier mentioned Certification of Sheriff Villarosa, the full amount of P20,000.00 had already been fully paid by the spouses Laurente as of May 9, 2007.

Also in May 2007, Sheriff Villarosa alleged that for unknown reasons, Romero refused to receive the final amount of P6,000.00 from him, prompting him to deposit the amount by way of consignment with the OIC Clerk of Court of the MTC of Palompon. He claimed that a receipt[11] was issued for the final amount only on November 27, 2008 because the acting OIC refused to issue a receipt in such capacity. On April 17, 2009, Romero received the final amount of P6,000.00 from the MTC Clerk of Court of Palompon.[12]

In sum, Romero received the full amount of the obligation in accordance with the Compromise Agreement, as follows:

P10,000.00 December 6, 2005, received directly from Enriqueta Laurente
P 7,000.00 November 2006, received from Sheriff Villarosa
P 3,000.00 January 10, 2007, received from Sheriff Villarosa
P 4,000.00 May 2, 2007, received directly from Enriqueta Laurente
P 6,000.00 April 17, 2009, received from the Clerk of Court
_____ of MTC Palompon
P30,000.00

Finding the above transactions of Sheriff Villarosa to be highly anomalous and irregular, the Investigating Judge found him guilty of grave abuse of authority, conduct unbecoming of a government employee and dishonesty. He recommended his suspension for a period of six months and the payment of a fine equivalent to three months' salary, with a stern warning that a repetition of the same offense would merit dismissal.

The OCA agreed with the factual findings of the Investigating Judge, and likewise found Sheriff Villarosa guilty of grave misconduct and dishonesty, but recommended his outright dismissal from the service.

The factual findings of the Investigating Judge and recommendation of the OCA are well-taken and adopted by the Court.

Sheriffs are officers of the court who serve and execute writs addressed to them by the court, and who prepare and submit returns on their proceedings. As officers, they must discharge their duties with great care and diligence, perform faithfully and accurately what is incumbent upon them, and at all times show a high degree of professionalism in the performance of their duties. Despite being exposed to the hazards that come with the implementation of a judgment, sheriffs must perform their duties by the book.[13] In contravention of his duties,

numerous irregularities in the transactions of Sheriff Villarosa were observed by the Investigating Judge and this Court.

First, Sheriff Villarosa admitted having received a total of P13,000.00 from Enriqueta Laurente but turned over only P10,000.00 to Romero. He claimed that the remaining P3,000.00 was given directly to the OIC Clerk of Court of the MTC of Palompon but this assertion was plainly belied by the Affidavit[14] of Enriqueta Laurente and the Certification[15] of the Clerk of Court.

Second, Sheriff Villarosa remitted amounts to Romero different from the amounts he received from Enriqueta Laurente which could only be indicative of his failure to immediately account therefor. In November 2006, P7,000.00 was remitted by Sheriff Villarosa to Romero, when Enriqueta Laurente had so far only paid him the aggregate amount of P4,700.00. By January 10, 2007, he had turned over to Romero the total amount of P10,000.00, when he had so far only received P9,700.00 from Enriqueta Laurente.

Third, Sheriff Villarosa only delivered the final balance of P6,000.00 to the MTC Clerk of Court of Palompon on November 27, 2008, or more than a year after Romero allegedly refused to receive such amount from him. He further failed to show when he received such amount from Enriqueta Laurente, or the P3,000.00 from the Clerk of Court whom, he claimed, directly received it. Furthermore, not only was he in delay in delivering the final balance, but he was also in delay in the delivery of all the amounts remitted to him by Enriqueta Laurente.

Fourth, Sheriff Villarosa delivered the amounts he received from Enriqueta Laurente directly to Romero, the judgment obligee, instead of the Clerk of Court.

Section 9 of Rule 39 of the Rules of Court provides in part:

Sec. 9. Execution of judgments for money, how enforced.

(a) Immediate payment on demand. - The officer shall enforce an execution of a judgment for money by demanding from the judgment obligor the immediate payment of the full amount stated in the writ of execution and all lawful fees. The judgment obligor shall pay in cash, certified bank check payable to the judgment obligee or his authorized representative if present at the time of payment. The lawful fees shall be handed under proper receipt to the executing sheriff who shall turn over the said amount within the same day to the clerk of court of the court that issued the writ.

If the judgment obligee or his authorized representative is not present to receive payment, the judgment obligor shall deliver the aforesaid payment to the executing sheriff. The latter shall turn over all the amounts coming into his possession within the same day to the clerk of court of the court that issued the writ, or if the same is not practicable, deposit said amount to a fiduciary account in the nearest government depository bank of the Regional Trial Court of the locality.

The clerk of said court shall thereafter arrange for the remittance of the deposit to the account of the court that issued the writ whose clerk of court shall then deliver said payment to the judgment obligee in satisfaction of the judgment. The excess, if any, shall be delivered to the judgment obligor while the lawful fees shall be retained by the clerk of court for disposition as provided by law. In no case shall the executing sheriff demand that any payment by check be made payable to him.

x x x

From the above, it is clear that in the execution of judgments for money, where the judgment obligee is not present to receive payment, the judgment obligor shall deliver payment to the executing sheriff who, in turn, shall turn over such payment within the same day to the clerk of court who issued the writ, or if the same is not practicable, the amount should be deposited to a fiduciary account in the nearest government depository bank of

the RTC of the locality. In either case, it is the clerk of court, and not the sheriff, who should deliver the amount to the judgment obligee.

The Code of Conduct and Ethical Standards for Public Officials and Employees[16] enunciates the state policy to promote a high standard of ethics in public service, and enjoins public officials and employees to discharge their duties with utmost responsibility, integrity and competence. Section 4 of the Code lays down the norms of conduct which every public official and employee shall observe in the discharge and execution of their official duties, specifically providing that they shall at all times respect the rights of others, and refrain from doing acts contrary to law, good morals, good customs, public policy, public order, and public interest. Thus, any conduct contrary to these standards would qualify as conduct unbecoming of a government employee.

With regard to grave abuse of authority, such has been defined as a misdemeanor committed by a public officer, who under color of his office, wrongfully inflicts upon any person any bodily harm, imprisonment or other injury; it is an act of cruelty, severity, or excessive use of authority.[17] On the other hand, dishonesty has been defined as the disposition to lie, cheat, deceive, or defraud; untrustworthiness; lack of integrity; lack of honesty, probity or integrity in principle; lack of fairness and straightforwardness; disposition to defraud, deceive or betray.[18]

Guided by the foregoing, it is clear that Sheriff Villarosa is guilty of conduct unbecoming of a government employee, grave abuse of authority, and dishonesty, characterized by serious nonfeasance.

Sheriff Villarosa manifestly failed to observe Section 9 of Rule 39 of the Rules of Court. Given the numerous amounts that were remitted to him by Enriqueta Laurente on various occasions, at no instance did he turn over such amounts within the same day that they were received by him. As regards the delivery of the final balance of P6,000.00, it was not shown when such amount was received by him. Even counting from the time in May 2007 when he claimed that Romero refused to receive such amount, more than a year had elapsed from such attempted delivery before he turned over the said amount to the clerk of court. His defense that the acting OIC refused to issue a receipt in May 2007, is simply too tenuous to be believed. Even granting such defense to be true, other dubious irregularities prevail in the case at bench.

Section 9 of Rule 39 states that when the judgment obligee is not present at the time the judgment obligor makes the payment, the sheriff is authorized to receive it. However, the money received must be remitted to the clerk of court within the same day or, if not practicable, deposited in a fiduciary account with the nearest government depository bank. Evidently, sheriffs are not permitted to retain the money in their possession beyond the day when the payment was made or to deliver the money collected directly to the judgment obligee.[19]

It is recognized that the most difficult phase of any proceeding is the execution of judgment. Thus, officers charged with this task must, in the absence of a restraining order, act with considerable dispatch so as not to unduly delay the administration of justice; otherwise, the decisions, orders, or other processes of the courts of justice would be futile.[20] After all, a decision left unexecuted or indefinitely delayed due to their inefficiency renders it useless.[21] Sheriff Villarosa's repeated and evident delays hindered the speedy administration of justice for Romero and the spouses Laurente.

Sheriff Villarosa's delivery of amounts in excess of what was remitted to him by Enriqueta Laurente, also evinces a failure of his duty as sheriff to properly account for all amounts received and turned over by him. As the amounts were received by him by virtue of his office, it was his duty, as sheriff, to faithfully account for said money.[22] By failing to deliver the exact amounts remitted to him by the judgment obligor, it is apparent that he failed to faithfully account for the money which he received. Sheriffs have the duty to perform faithfully and accurately what is incumbent upon them, and any method of execution falling short of the requirement of the law should not be countenanced.[23]

Sheriff Villarosa's conduct is highly irregular and suspicious. He repeatedly failed to comply with his duties under the Rules. Despite the several dates set for hearing, he did not appear and opted instead to submit his Position Paper[24] where he failed to address any of the aforementioned irregularities.

In sum, Sheriff Villarosa's failure to comply with Section 9 of Rule 39 by delaying the deposit of the final amount he received and not delivering the other amounts to the Clerk of Court; and to faithfully account for the amounts he received thru his failure to deliver the exact amounts and his inconsistent assertions regarding the P3,000.00, are clear manifestation of conduct unbecoming a government employee, tantamount to grave abuse of authority and dishonesty. He failed to perform his duty as sheriff in accordance with the Rules, thereby acting contrary to law, good morals, and public policy, in disregard of the rights of the litigants. By acting under color of his office and in excess of his authority, he wrongfully inflicted injury onto the parties involved. His conduct goes against the nature of the performance by a government employee of his functions, and casts a shadow over his motives. His conduct and resulting nonfeasance reek of a lack of integrity and honesty, and reveal a disposition to deceive.

Sheriff Villarosa's guilt was thus proven by substantial evidence, which is that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion, such being the quantum of proof required in administrative cases.[25]

A sheriff is a front-line representative of the justice system in this country. Once he loses the people's trust, he diminishes the people's faith in the judiciary.[26] High standards of conduct are expected of sheriffs who play an important role in the administration of justice. They are tasked with the primary duty to execute final judgments and orders of the courts. When a writ is placed in the hands of a sheriff, it becomes his ministerial duty to proceed with reasonable celerity and promptness to implement it in accordance with its mandate. It must be stressed that a judgment, if not executed, would be an empty victory on the part of the prevailing party.[27]

All court employees, regardless of rank, being public servants in an office dispensing justice, must always act with a high degree of professionalism and responsibility. Their conduct must not only be characterized by propriety and decorum, but must also be in accordance with the law and court regulations. No position demands greater moral righteousness and uprightness from its holder than an office in the judiciary. Court employees should be models of uprightness, fairness and honesty to maintain the people's respect and faith in the judiciary. The conduct of court personnel therefore, must not only be, but must also be perceived to be, free from any whiff of impropriety, both with respect to their duties in the judiciary and to their behavior outside the court. Any act or omission of any court employee diminishing or tending to diminish public trust and confidence in the courts will not be tolerated.[28] The Court will not hesitate to impose the ultimate penalty on those who fall short of their accountabilities.[29]

Under Rule IV, Section 52(A)(14) of the Uniform Rules on Administrative Cases in the Civil Service, [30] grave abuse of authority or oppression is a grave offense punishable with suspension of six (6) months and one (1) day to one (1) year for the first offense, and dismissal from service for the second infraction.[31] While dishonesty, also a grave offense under Section 52(A)(1) of the same Rule, is punishable by dismissal for the first offense. Sheriff Villarosa being guilty of dishonesty, the penalty of dismissal is just and proper.

WHEREFORE, Pacifico B. Villarosa, Jr., Sheriff IV of Regional Trial Court, Branch 17, Palompon, Leyte, is hereby found GUILTY of Conduct Unbecoming a Public Official, Grave Abuse of Authority, and Dishonesty, and is hereby ordered DISMISSED from the service, with forfeiture of all benefits, except leave credits already accrued. He is further barred from re-employment in any branch or office of the government, including government-owned or controlled corporations.

SO ORDERED.

Corona, C.J., Carpio, Carpio Morales, Velasco, Jr., Nachura, Leonardo-De Castro, Brion, Peralta, Bersamin, Del Castillo, Abad, Villarama, Jr., Mendoza, and Sereno, JJ., concur.

Perez, J., no part.

[1] Rollo, pp. 4-5.

[2] Id. at 224-227.

[3] Id. at 8-10.

[4] Id. at 25.

[5] Id. at 124.

[6] Id. at 123.

[7] Id. at 18-19.

[8] Id. at 11-15.

[9] Id. at 22-23.

[10] Id. at 16.

[11] Id. at 152.

[12] Id. at 154.

[13] Peña, Jr. v. Regalado II, A.M. No. P-10-2772, February 16, 2010, 612 SCRA 536, 542.

[14] Rollo, p. 124.

[15] Id. at 123.

[16] Republic Act No. 6713.

[17] Rafael v. Sualog, A.M. No. P-07-2330, June 12, 2008, 554 SCRA 278, 287; citing Aranda, Jr. v. Alvarez, A.M. No. P-04-1889, November 23, 2007, 538 SCRA 162, and Stilgrove v. Sabas, A.M. No. P-06-2257, November 29, 2006, 508 SCRA 383, 400.

[18] Re: Irregularity in the Use of Bundy Clocks by Sophia M. Castro and Babylin V. Tayag, A.M. No. P-10-2763, February 10, 2010.

[19] Peña, Jr. v. Regalado II, supra note 13 at 543.

[20] Go v. Hortaleza, A.M. No. P-05-1971, June 26, 2008, 555 SCRA 406, 412; citing Zarate v. Untalan, 494 Phil. 208, 218 (2005).

[21] Agunday v. Velasco, A.M. No. P-05-2003, December 6, 2010.

[22] Moreno v. Reyes, 39 Phil. 462, 464 (1919).

[23] Peña, Jr. v. Regalado II, supra note 13 at 545.

[24] Rollo, pp. 138-142.

[25] Office of the Court Administrator v. Lopez, A.M. No. P-10-2788, January 18, 2011.

[26] Go v. Hortaleza, A.M. No. P-05-1971, June 26, 2008, 555 SCRA 406, 415.

[27] Id. at 412; citing Zarate v. Untalan, 494 Phil. 208, 218 (2005).

[28] Office of the Court Administrator v. Lopez, supra note 25.

[29] Peña, Jr. v. Regalado II, supra note 13 at 545.

[30] CSC Resolution No. 99-1936.

[31] Rafael v. Sualog, A.M. No. P-07-2330, June 12, 2008, 554 SCRA 278, 287; citing Aranda, Jr. v. Alvarez, A.M. No. P-04-1889, November 23, 2007, 538 SCRA 162, and Stilgrove v. Sabas, A.M. No. P-06-2257, November 29, 2006, 508 SCRA 383, 400.

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