

JUDY SISMAET, COMPLAINANT, VS. ERIBERTO R. SABAS, CLERK OF COURT IV, MTCC PUERTO PRINCESA CITY AND ERNESTO T. SIMPLICIANO, SHERIFF III, MTCC PUERTO PRINCESA CITY, RESPONDENTS.

A.M. No. P-03-1680. May 27, 2004

Ponente: CORONA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/c3bc3c82e973/>

CORONA, J.:

This concerns the letter-complaint dated March 3, 1999 filed with the Office of the Court Administrator (OCA) by Judy Sismaet against Eriberto Sabas, Clerk of Court IV, and Ernesto Simpliciano, Sheriff III, both of the Municipal Trial Court in Cities (MTCC) of Puerto Princesa City, for grave misconduct and dishonesty, relative to Barangay Case No. 018-95 entitled “Sps. Pedro and Judy Sismaet vs. Sps. Anatolio and Marilyn Baylon,” for specific performance.

The case stemmed from the special power of attorney executed by complainant Judy Sismaet and her husband in favor of Spouses Anatolio and Marilyn Baylon allowing the latter to use complainant’s property as collateral for their loan application. The bank approved the loan in the amount of P250,000. The Baylons, however, failed to pay the loan and to avoid foreclosure, the Sismaets advanced the amount outstanding, with the following agreement executed on May 3, 1995 before the Lupon of Barangay Tiniguiban, Puerto Princesa City (the “Kasunduan”).

- Na ang titulo ng lupa ay tutubusin ng ikalawang party at ibabalik sa unang party ngayong Mayo 30, 1995.
 - Na kapag hindi ito naibalik sa amin kami ay magsasampa ng demanda laban sa mag-asawang Baylon upang matupad ang aming kasunduan na ginawa sa harap ni Attorney Edgar O. Palay.
 - Na kung hindi nila matupad ang pagsauli sa panahon na ibinigay sa ikalawang party sila ay mag-e-execute ng Deed of Transfer or Conveyance pabor sa unang party.
 - Na kung hindi nila maibabalik ang titulo ng lupa kami ang siyang magbabayad o tutubos sa banko sa dahilan na ang interest ay lumalaki at upang hindi mawareclose ng bangko.
- Na ang kasunduang ito ay ginawa namin ng walang nag-utos o tumakot sa amin na sa katunayan kami ay lalagda sa ilalim ng Kasunduang ito.[1]

The Baylons still failed to comply with their undertaking, prompting the complainant to file a civil case for specific performance at the MTCC of Puerto Princesa City.

Ruling in favor of the spouses Sismaet, then MTCC Judge Fernando R. Gomez, Jr. issued a writ of execution dated December 6, 1996 directing respondent ex-officio sheriff Eriberto Sabas to enforce the Kasunduan by requiring the Baylons to execute the Deed of Transfer of Lot Nos. 26 and 27 at the United Homeowners Subdivision and the ten-hectare parcel of land covered by Tax Declaration No. 14-1466-A. The pertinent portion

of the writ of execution stated:

Now therefore, you are hereby commanded to enforce the said KASUNDUAN by requiring the defendants, Anatolio Baylon and Marilyn Baylon, to execute a Deed of Transfer of their property mentioned in their Agreement acknowledged by Notary Public, Edgar O. Palay and specified in no. 2 of said Agreement as security in favor of spouses complainants;

That said property is described in the Agreement as follows:

- Lot Nos. 26 and 27, of the United Homeowners Subdivision, Barangay Tiniguiban, Puerto Princesa City, with residential house made of concrete, G.I. roofings, and
- A parcel of land located at Barake, Aborlan, Palawan with an area of ten (10) hec., more or less, covered by Tax Declaration No. 14-1466-A.

Return of this writ shall be made by you at anytime not less than ten (10) days nor more than sixty (60) days after receipt hereof.[2]

The execution of the writ was deferred because the spouses Baylon appealed to the Regional Trial Court (RTC) which, however, upheld the MTCC's December 6, 1996 writ of execution. Accordingly, incumbent MTCC Judge Jocelyn Sundiang-Dilig issued an alias writ of execution on September 22, 1997 which was, however, never served on the parties. This prompted complainant to seek an explanation from Sabas who could only say: "Nakikiusap si Mrs. Baylon na magbabayad na lang siya, pagbigyan natin. Hintayin natin ang pagbabayad nila hanggang October 24, 1997. Kawawa naman sila." [3]

On October 23, 1997, Sabas summoned complainant to his office and offered money from the spouses Baylon. When complainant refused, Sabas furiously shouted: "Bakit ba gusting-gusto mo ang lupa nina Baylon?" [4] He then showed her an alias writ of execution dated October 16, 1997. A close scrutiny thereof, however, revealed that the alias writ in the possession of Sabas differed substantially from the December 6, 1996 writ issued by Judge Gomez. There was a new provision (in italics below) giving the sheriff the option to collect cash from the judgment debtors:

NOW, THEREFORE, you are hereby commanded to cause the execution of the aforesaid writ strictly in accordance with the terms of the agreement and the "kasunduan" by collecting from the defendants jointly and severally the entire amount of P303,020.00 and turn over the same to plaintiff with interest at the legal rate effective December 1, 1995, until fully paid;

Should defendants fail to pay the aforesaid amount, then you are commanded to strictly enforce the terms and conditions set forth in the agreement and "kasunduan" and turn over to plaintiffs the real properties of defendants specified in the agreement and "kasunduan" which must be read together.

This writ shall have a lifetime of five (5) years, nevertheless, you are required to make a return hereof every thirty (30) days until the same is fully satisfied.[5] (*italics supplied*)

Confronted with the discrepancy, Sabas merely shrugged: "Eh kasi mali ang ginawa ni Judge Gomez." [6] Complainant filed a motion for clarification of the writ of execution. After Judge Dilig was apprised of the discrepancy during the hearing, she ordered the quashing of the October 16, 1997 alias writ and the issuance of a new one to conform with the December 6, 1996 order of Judge Gomez:

After conducting a clarificatory hearing on the Writ of Execution issued by this Court on October 16, 1997, the Court noted that the said writ was erroneously issued because the Decision issued by the Hon. Nelia Yap Fernandez dated April 17, 1997 affirmed the appealed Order issued by this Court on December 6, 1996.

There is nothing in the Order of December 6, 1996 which mandated the defendants to pay the amount of

P303,020.00. Contrary to the said Writ dated October 16, 1998, the December 6, 1996 Order sought to enforce the “Kasunduan” executed before the Barangay Level. The said “Kasunduan” clearly provides the obligation of the defendants to return the property of the plaintiff on May 30, 1995.[7]

Again, the Baylons elevated the said order to the RTC but it was acted on unfavorably.

On October 30, 1998, another alias writ of execution was issued to enforce the Kasunduan but, before the same could be served, Ligaya Bautista, complainant’s sister-in-law and a neighbor of the Baylons at the United Homeowners Association, informed complainant that a certain Alicia Mendoza and her family had moved into the house of the Baylons on November 19, 1998. Complainant then went to the house of respondent sheriff Simpliciano who showed her an undated sheriff’s return signed by Sabas in his capacity as ex-officio sheriff, stating in part as follows:

This is to certify that on November 6, 1998, the undersigned served the Writ of Execution issued by this court dated October 30, 1998, in order to enforce the judgment of the court in the above-entitled case. It turned out however, that the house and the two adjoining lots on which it is erected, all subject of the writ, is no longer occupied by the defendants, but by a third party, Mrs. Alicia E. Mendoza, who claims to have purchased the same from the defendant spouses, Anatolio and Marilyn Baylon.[8]

Complainant went to the office of Sabas and confronted him about the sheriff’s return but the latter answered: “Bakit ay, hinihintay lang naman ni Alicia Mendoza na umalis si Baylon at siya na nga ang lilipat. Alam naman ng buong korte na ang hangad mo lang ay makuha mo ang bahay in Baylon at kung tutuusin ay mas malaki ang perang galing kay Alicia.”[9] Complainant then asked Sabas to correct his report but the latter refused. Hence, this complaint.

In his comment dated May 13, 1999, Simpliciano vehemently denied the accusations against him. He alleged that he had no participation in the implementation of the writ and that it was Sabas who enforced it.

Sabas likewise denied all the allegations of the complainant. He alleged that what probably enraged complainant was his refusal to change his report as stated in the sheriff’s return. He stood pat on his statement that, when he served the writ on November 6, 1998, he found Alicia Mendoza occupying the premises. Mendoza even showed him a Deed of Absolute Sale dated March 18, 1998, an Affidavit of Ownership and Transfer Certificate of Title Nos. 130185 and 130186. Sabas pointed out further that the actual date when the Mendoza family moved to the subject premises was “immaterial.”[10]

In a resolution dated November 22, 2000, this Court referred the complaint to Executive Judge Nelia Y. Fernandez of the RTC Puerto Princesa City, for investigation, report and recommendation.

On July 16, 2002, Executive Judge Fernandez submitted her report and recommendation:

Pursuant to the above facts gathered during the investigation conducted by the undersigned and in compliance with Res. Dated November 22, 2000 of the Honorable Court Administrator of the Supreme Court, Manila, it is hereby respectfully recommended that Mr. Eriberto Sabas be found administratively guilty as charged but without forfeiture of his retirement benefits for subject employee has retired upon reaching his compulsory retirement age of 65 last September 17, 2001[11] due to his long dedicated government service. It is however, further recommended that said respondent be held liable for exemplary damages in the sum of P303,000.00 in favor of complainant who had been prejudiced by the misconduct of respondent Eriberto Sabas. The case as against respondent Ernesto Simpliciano is hereby recommended dismissed on account of his death on January 13, 2002.[12]

In its memorandum dated July 31, 2003, the OCA, through Deputy Court Administrator Jose P. Perez, found no reason to disturb the findings of the investigating judge. Concurring in the investigating Judge’s recommended

penalty, it ruled:

PREMISES CONSIDERED, it is respectfully recommended that Ex-Oficio Sheriff Eriberto Sabas be found GUILTY of grave misconduct and dishonesty and be FINED in the amount equivalent to his six (6) months salary to be deducted from his retirement benefits. It is also recommended that the instant complaint against Sheriff Ernesto Simpliciano be DISMISSED for lack of merit.

We agree with the findings and the recommendation of the OCA.

Sheriffs play an important role in the administration of justice because they are tasked to execute the final orders and judgments of the courts. If not enforced, such decisions will become nothing more than paper victories of the prevailing parties. Indeed, the execution of a final judgment is “the fruit and end of the suit and is the life of the law.” Thus, the sheriff charged with this task must act with considerable dispatch so as not to delay the administration of justice.[13]

We rule that respondent Sabas was guilty of grave misconduct and dishonesty when he drafted an alias writ of execution substantially different from the writ earlier issued by Judge Gomez and caused it to be signed by Judge Dilig on October 16, 1997. The September 22, 1997 order of Judge Dilig merely directed the issuance of an alias writ to enforce the December 6, 1996 order of Judge Gomez. There was nothing in it giving the defendants the option to pay the amount of P303,020 in cash. The order clearly mandated the enforcement of the Kasunduan executed in the barangay office. Being a lawyer and having been in the service for more than 11 years, respondent should have known that he could neither add to nor subtract from the contents of the court’s order. His duty was simply to carry it out.

The duty of a sheriff to execute a valid writ is ministerial and not discretionary. A purely ministerial act or duty is one which an officer or tribunal performs in the context of a given set of facts, in a prescribed manner and without regard to the exercise of his own judgment upon the propriety or impropriety of the act done. [14] A discretionary act, on the other hand, is a faculty conferred upon a court or official by which he may decide the question either way and still be right.[15] The 2002 Revised Manual for Clerks of Court categorically states that:

Sheriffs are ministerial officers. They are agents of the law and not agents of the parties, neither of the creditor nor of the purchaser at a sale conducted by him. It follows, therefore, that the sheriff can make no compromise in an execution sale.

In general, a sheriff is the proper officer to execute all writs returnable to the court, unless another is appointed, by special order, for the purpose. It is not his duty to decide on the truth or sufficiency of the processes committed to him for service.

When a writ is placed in the hands of a sheriff, it is his duty, in the absence of any instructions to the contrary, to proceed with reasonable celerity and promptness to execute it according to its mandate. He is supposed to execute the order of the court strictly to the letter.[16]

Respondent Sabas degraded the judicial system not only by refusing to perform a specific duty, that is, to execute the writ in accordance with the court’s order, but also by submitting a maliciously erroneous return by making it appear that the third party claimant moved into the subject premises on November 6, 1998 instead of November 19, 1998, thus delaying and rendering nugatory the final order of the court.

The conduct of every person connected with an office charged with the dispensation of justice, from the presiding judge to the lowest clerk, is charged with a heavy burden of responsibility. His behavior must at all times be characterized by propriety and decorum, and must, more than anything else, always be above suspicion.[17]

In *Gonzales La’O vs. Hatab*,[18] we dismissed respondent sheriff for his unreasonable delay in executing the

judgment of the trial court in an ejectment case.

In *Padilla vs. Arabia*,^[19] we dismissed a deputy sheriff for serious misconduct and dereliction of duty when he failed to enforce the writs of execution and instead granted the judgment debtor a grace period within which to settle his obligation.

In this case, respondent sheriff's misconduct was no less different, thus warranting the same punishment meted out to the sheriffs involved in the *Gonzales La'O* and *Padilla* cases.

However, before this Court could dispose of this case, respondent compulsorily retired on September 16, 2001. This effectively precluded us from imposing the penalty of dismissal which respondent deserved. But nothing prevents us from ordering the forfeiture of his retirement benefits, which the Court earlier ordered withheld, for his malfeasance in office.

We also take note that this was not respondent's first administrative case. In A.M. No. P-02-1615,^[20] respondent was reprimanded by this Court for dishonesty and conduct unbecoming a public officer.

The complaint against sheriff Ernesto T. Simpliciano should be dismissed not only because of the latter's death but also because of the failure of the complainant to prove the alleged connivance between him and respondent Sabas.

WHEREFORE, respondent Atty. Eriberto R. Sabas, former clerk of court and ex-officio sheriff of MTCC Puerto Princesa City, is hereby found GUILTY of gross misconduct and dishonesty. Consequently, in accordance with Civil Service rules and regulations, this Court imposes on him a fine equivalent to six months' salary, to be deducted from his retirement benefits earlier ordered withheld pending resolution of this case. The balance of his retirement benefits shall be released to him in due course.

SO ORDERED.

Vitug, (Acting Chief Justice), Panganiban, Quisumbing, Ynares-Santiago, Sandoval- Gutierrez, Carpio, Austria-Martinez, Carpio-Morales, Callejo, Sr., Azcuna and Tinga, JJ., concur.
Davide, Jr., C.J., and Puno, J., on official leave.

[1] Exhibit "O."

[2] Rollo, pp. 9-10.

[3] Rollo, p. 3.

[4] Id.

[5] Rollo, p. 12.

[6] Rollo, p. 4.

[7] Rollo, p. 13.

[8] Rollo, pp. 18.

[9] Rollo, p. 6.

[10] During the investigation later conducted by Judge Fernandez, Barangay Captain Earl Buenvije testified that proceedings in the Barangay Council showed that the Mendozas actually moved into the house of the Baylons on

November 19, 1998, as evidenced by her (Alicia Mendoza's) signature appearing in the barangay logbook.

[11] Should be September 16, 2001, Rollo, p. 282.

[12] Rollo, p. 151.

[13] *Dilan vs. Dulfo*, 304 SCRA 460, 468-469 [1999], citing *Villareal vs. Rarama*, 247 SCRA 493 [1995]; *Jumio vs. Egay-Eviota*, 231 SCRA 551 [1994].

[14] *Philippine Bank of Communication vs. Torio*, 284 SCRA 67, 74 [1998].

[15] *Toyota Autoparts, Phil., Inc. vs. Director of the Bureau of Labor Relations of the Department of Labor and Employment*, 304 SCRA 95, 105 [1999].

[16] *Araza vs. Garcia*, 325 SCRA 1, 8 [2000], citing *National Bureau of Investigation vs. Tuliao*, 270 SCRA 351, 358 [1997].

[17] *Mendoza vs. Tuquero*, 360 SCRA 21, 27 [2001]; *Neeland vs. Villanueva*, 317 SCRA 652, 658 [1999].

[18] 329 SCRA 646, [2000].

[19] 242 SCRA 227 [1995].

[20] Promulgated on April 29, 2003.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.