

ALFREDO DE CHAVEZ, COMPLAINANT, VS. JESUS R. LESCANO, RESPONDENT.

A.M. No. R-70-P. October 08, 1985

Ponente: MELENCIO-HERRERA, J.

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MELENCIO-HERRERA, J.:

In a letter complaint, dated September 5, 1983, addressed to the Office of the President, therefrom referred to the Tanodbayan, and eventually indorsed to this Court as being within our competence, complainant Alfredo de Chavez of Barangay Talisay, Lipa City, Batangas, asked for help "in bringing justice to us by completely compelling one Jesus R. Lescano, Clerk of Court of Municipal Trial Court of Lipa City, and residing at Barangay Sabang, Lipa City, (to) redeem our real property."

In a 3rd Indorsement, dated October 29, 1983, respondent commented:

"While undersigned admits that he and one Pablo Tolentino borrowed the torrens title of Alfredo De Chavez and mortgaged the same with the Philippine National Bank, Lipa City Branch, it was with the consent and conformity of the said Alfredo De Chavez. In fact, said De Chavez had voluntarily executed a Special Power of Attorney in favor of Pablo Tolentino granting him the power to mortgage the above-mentioned real property. As proof that it was not through alleged machinations that we were able to mortgage the property and as further proof that we have no intentions whatsoever of defrauding Alfredo De Chavez, my spouse and I even executed an Affidavit dated September 1, 1974, acknowledging that we borrowed the torrens title of Alfredo De Chavez which we used as collateral for our loan with the Philippine National Bank, Lipa City Branch.

"The undersigned further admits that his loan account with the Philippine National Bank has been past due. It is so because he has encountered some financial difficulties. However, he is not reneging on his obligation with the bank. In fact, he has requested the Philippine National Bank to grant him up to December of this year within which to make a substantial payment and for the bank to defer any legal action against the account."

Referred for investigation and report to Executive Judge Demetrio M. Batario, Jr. of the Regional Trial Court of Batangas, the latter, on June 18, 1984, recommended "outright DISMISSAL because the undersigned finds no legal grounds for its existence."

We disagree.

It is true that respondent had executed an Affidavit on March 2, 1984 acknowledging the fact of mortgage and promising to pay the sum of P1,000.00 a month from his salary until fully paid, and that complainant was apparently satisfied as he no longer appeared for the scheduled hearing.

However, it appears that even ten (10) years ago, in September of 1974, respondent had already executed an Affidavit of a similar tenor but without any fixed commitment to pay an amount certain. Notwithstanding, it would appear that respondent had made no substantial payments since then, for on June 1, 1982, the PNB, Lipa City Branch, wrote complainant a letter demanding payment and threatening to foreclose judicially or

extrajudicially ten days upon receipt of notice. In fact, the obligation to the Bank had apparently doubled from P10,000.00 to P20,000.00.

The damage and prejudice to complainant is beyond question. Not only was he exposed to the risk of losing his property but in the meantime, he is also unable to make use of his own title. Respondent has taken advantage of his friendship with complainant, and possibly the latter's lack of education, and has dragged his feet in repaying his indebtedness to the PNB, notwithstanding his promise to complainant to pay as soon as possible. Although complainant, as found by the Investigating Judge, may apparently have been satisfied with respondent's acknowledgment of the indebtedness and his commitment to pay, that will not prevent this Court from exercising vigilance for complainant's protection who is obviously at a disadvantage on account of ignorance or lack of education.[1]

As provided in Section 36(b) (22) of Presidential Decree No. 807, willful failure to pay just debts is one of the grounds for disciplinary action against an employee in the Civil Service. And Section 19(n), Rule XVIII, B, of the Civil Service Rules defines just debts as: "(1) claims adjudicated by a court of law, or (2) claims the existence and justness of which are admitted by the debtor." Also, under Civil Service Commission Memorandum Circular No. 8, Series 1970, such administrative offense of willful failure to pay just debts is classified as a light offense calling for a fine or suspension of one (1) day to thirty (30) days.

Respondent's excuse that his failure to pay was due to prevailing economic conditions does not exculpate him. His commitment to pay P1,000.00 monthly, neither. As in the cases of AM No. P-1808 entitled Aurora Flores vs. Rosario Tatad[2], and AM No. 2758-P entitled Sol M. Sipin vs. Gloria Gironella[3], we find that respondent's suspension of fifteen (15) days for willful failure to pay just debts is in order. Respondent's improper conduct unavoidably tarnishes the image of the judiciary. Court personnel must comply with just contractual obligations, act fairly and adhere to high ethical standards to preserve the Court's integrity.[4]

WHEREFORE, respondent Jesus R. Lescano is hereby suspended for fifteen (15) days, without pay, and is admonished to pay his indebtedness to the PNB, Lipa City Branch, in accordance with the terms and conditions stated in his Affidavit dated March 2, 1984. Respondent shall inform this Court, within ten (10) days from notice, of the balance of the indebtedness as of the date of promulgation of this Decision and henceforth, he shall furnish complainant and this Court with xerox copies of receipts of payment issued by the PNB each time he makes payment to the bank. Respondent is likewise STERNLY WARNED that his failure to make regular installment payments to the bank pursuant to his commitment will call for more drastic disciplinary action.

SO ORDERED.

Teehankee, (Chairman), Plana, Relova, Gutierrez, Jr., De la Fuente, and Patajo, JJ., concur.

[1] Article 24, Civil Code.

[2] 96 SCRA 676 [1980].

[3] 114 SCRA 607 [1982].

[4] Garciano vs. Oyao, AM No. P-208, 102 SCRA 195 [1981].

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