

ARMANDO M. CANLAS AND RUBY C. DUNGCA, COMPLAINANTS, VS. SHERIFF CLAUDE B. BALASBAS, REGIONAL TRIAL COURT OF ANGELES CITY (BRANCH 59), RESPONDENT.

A.M. No. P-99-1317. August 01, 2000

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Section 9 of Rule 141 requires that the sheriff's estimate of expenses in the execution of a writ should be approved by the judge. The approved estimated amount shall be deposited with the clerk of court who, as ex officio sheriff, shall then disburse the same to the assigned sheriff. Hence, a sheriff who receives from the parties an amount that is not included in the approved estimate and is not deposited with the clerk of court is guilty of violating the said provision.

The Case

Armando M. Canlas and Ruby C. Dungca filed a sworn Complaint[1] dated January 18, 1998, accusing Sheriff Claude B. Balasbas, Regional Trial Court of Angeles City, of gross misconduct and dereliction of duty in connection with the execution of two Writs of Attachments.

On May 6, 1998, Court Administrator Alfredo L. Benipayo directed respondent to file a comment. In his May 28, 1998 Comment,[2] respondent denied any wrongdoing.

Subsequently, the Court referred the case to Executive Judge Eliezer Delos Santos for investigation, report and recommendation.

The Facts

In his Report/Recommendation dated August 27, 1999, the investigating judge made the following factual findings:[3]

"On June 30 and July 18, 1998, Branch 61 of the Regional Trial Court of Angeles City issued two writs of attachment in Civil Cases Nos. 8651 and 8659 respectively. Both writs of attachment were assigned to respondent Sheriff Claude Balasbas for implementation.

In compliance with the Writ of Attachment issued in Civil Case No. 8651, respondent levied on attachment real and personal properties of the defendant on July 1 and July 3, 1997 as follows:

- 1) Levy on attachment over a parcel of land in Angeles City (Exh. 'C' and Exh. '3')
- 2) Levy on attachment over a parcel of land in Mabalacat, Pampanga (Exh. 'D' and Exh. '4')
- 3) Levy on attachment over two motor vehicles (Exh. 'B' and Exh. '2')
- 4) Garnishment of deposits with the Landbank of the Philippines, Angeles City branch (Exh. 'E' and Exh. 'E-1' and Exh. '5' and '5-a')

A Sheriff Report dated July 7, 1997 (Exh. 'F' and Exh. '6') was accordingly submitted in Court.

In compliance with the Writ of Attachment issued on July 18, 1997 in Civil Case No. 8659, respondent sheriff levied on attachment the real properties of the defendant located at Angeles City (Exh. 'T' and Exh. '9') and over a parcel of land in Mabalacat, Pampanga (Exh. '5' and Exh. '10') on July 18 and 22, 1997 (Exh. 'K' and Exh. '11') respectively.

A Sheriff Report was accordingly submitted in court to show compliance with the said Writ.

It is the contention of complainant Armando Canlas that before implementing the writ, respondent Sheriff told them that he needed at least P2,000.00 for his gasoline allowance. The said amount was given by the complainant personally to the respondent in front of Mr. Rubio, complainant's neighbor and respondent's kumpadre. On July 2, 1997, respondent Sheriff again allegedly asked for an additional amount of P3,000.00 as sheriff's fee thru Mr. Rubio who in turn allegedly gave the amount to the respondent.

On the other hand, complainant Ruby Dungca alleges that respondent originally asked from her a sheriff's fee of P5,000.00 but the said amount was later reduced to P2,500 upon her request. Later respondent thru Mr. Rubio asked for an additional amount of P5,000.00 which she gave to Mr. Rubio. Mr. Rubio testified that he gave the said amount to the respondent.

Both complainants aver that although they were able to pinpoint to Sheriff Balasbas the whereabouts of the two cars owned by defendant Dolores Cruz, the latter failed to take possession of them. Hence on July 6, 1997, they decided to see respondent to inquire from him about the development of the case, specifically regarding the two aforementioned cars. The respondent told them that he already had talked to Mrs. Marie Balboa Gomez, a sister of defendant Dolores Cruz, who promised to surrender the cars the following week. On July 12, 1997, complainants again went to respondent's house to inform him where the cars could be found but the latter replied that the necessary papers were not with him at that time as he had left them at his desk in the office. On July 26, 1997, complainant Armando Canlas looked for the cars and found the Mitsubishi Galant car in the possession of Mr. Bon Jovi Maniti. He hurriedly went to respondent's house and relayed the information to him only to be informed by the latter that the papers were at his office.

Respondent stressed that at the very outset he had faithfully complied with the directives embodied in the Writ of Attachment dated 30 June 1997 (Exhibit 'A' and Exhibit '1') issued in Civil Case No. 8651. The Writ of Attachment was issued for complainant Canlas' claim of P350,000.00.

In like manner, he alleged that he faithfully complied with the directives in the Writ of Attachment dated 18 July 1997 (Exhibit 'H' and Exhibit '8') issued in Civil Case No. 8659. Respondent with dispatch levied on real properties belonging to the defendant.

Respondent admitted that he received P2,000.00 from Armando Canlas but denied that he asked [for] and received an additional P3,000.00. He averred that he used the P2,000.00 for the levy on attachment and the remainder he used as his gasoline expenses and for food as he used his own car and Homer Rubio was always with him. He denied receiving P2,500.00 from Ruby Dungca and later demanded and received an additional P500.00. He however admitted that he received P1,500.00 from Mrs. Dungca when the latter went to his office. He used the money given to him by Dungca to have her claims annotated on the title of Dolores Cruz's property.

He denied the allegations of Armando Canlas insofar as the two vehicles of Dolores Cruz [were] concerned. He alleged that he was ready to take possession of the said two vehicles whenever and wherever he [would] find them. He just found difficulty locating them. In order to protect the interest of the complainant, he had the levy [i]n the latter's favor annotated on the registration papers of the two vehicles."

Recommendation of the Investigating Judge

The investigating judge found that respondent violated Section 9 of Rule 141 because he had accepted sums of money from complainants purportedly to cover his expenses in the execution of the Writs of Attachment. Hence, he recommended that respondent be found guilty of serious misconduct and fined in the amount of P5,000.

The Court's Ruling

We agree with the findings and the recommendation of the investigating judge.

Liability of Respondent Sheriff

Respondent's duty in the present case is prescribed in Section 9 of Rule 141 of the Rules of Court, which states:

"SEC. 9. Sheriff, and other persons serving processes.

xxx xxx xxx

(c) For executing a writ of attachment against the property of defendant, fifty (P50.00) pesos;

xxx xxx xxx

(g) For executing a writ of process to place a party in possession of real estate, one hundred (P100.00) pesos;

xxx xxx xxx

(k) For issuing a notice of garnishment, for each notice, twenty (P20.00) pesos;

(l) For money collected by him by order, execution, attachment, or any other process, judicial or extrajudicial, the following sums, to wit:

1. On the first four thousand P4,000.00 pesos, four (4%) per centum.
2. On all sums in excess of four thousand (P4,000.00) pesos two (2%) per centum.

"In addition to the fees hereinabove fixed, the party requesting the process of any court, preliminary, incidental, or final, shall pay the sheriff's expenses in serving or executing the process, or safeguarding the property levied upon, attached or seized, including kilometrage for each kilometer of travel, guards' fees, warehousing and similar charges, in an amount estimated by the sheriff, subject to the approval of the court. Upon approval of said estimated expenses, the interested party shall deposit such amount with the clerk of court and ex-officio sheriff, who shall disburse the same to the deputy sheriff assigned to effect the process, subject to liquidation within the same period for rendering a return on the process. Any unspent amount shall be refunded to the party making the deposit. A full report shall be submitted by the deputy sheriff assigned with his return, and the sheriff's expenses shall be taxed as costs against the judgment debtor."

The foregoing provision requires that the sheriff's estimate of the expenses to be incurred in the execution of a writ should be approved by the judge. It further directs that the approved estimate be deposited with the clerk of court and ex officio sheriff, who shall then disburse the same to the sheriff assigned to implement the writ. Moreover, any unspent amount shall then be refunded to the party making the deposit.[4]

In this case, respondent admits that he did in fact ask for and receive P2,000 from Canlas and P1,500 from Dungca for gasoline and other expenses necessary to implement the two Writs of Attachment. The amount was not part of the approved estimate of expenses and was not deposited with the clerk of court, but came directly from complainants for the use of respondent. Clearly, respondent sheriff violated the aforecited provision.

The following pronouncement of the Court in *Ong v. Meregildo*[5] is appropriate in this case:

"Respondent [sheriff] failed grievously to comply with the above requirements of Section 9. Respondent knew, or should have known, that he had to present his cost estimates for implementation of the Writ of Demolition and Possession to the court issuing the Writ for its approval. He did not do so. Respondent Sheriff repeatedly charged and collected from complainant sums of money without approval of the Court. He did not deposit the sums received from complainant with the Clerk of Court who, under Section 9, was then authorized to disburse the same to respondent Sheriff to effect implementation of the writ. x x x."

That the said amounts were given to respondent voluntarily did not make the misconduct less reprehensible. It has been held that sheriffs cannot receive gratuities or voluntary payments from parties they are ordered to assist in the course of their duties.[6]

Once again we stress that high standards are expected of sheriffs, who play an important role in the administration of justice. As we explained in *Vda. de Abellera v. Dalisay*:[7]

"At the grassroots of our judicial machinery, sheriffs and deputy sheriffs are indispensably in close contact with the litigants, hence, their conduct should be geared towards maintaining the prestige and integrity of the court, for the image of a court of justice is necessarily mirrored in the conduct, official or otherwise, of the men and women who work thereat, from the judge to the least and lowest of its personnel; hence, it becomes the imperative sacred duty of each and everyone in the court to maintain its good name and standing as a temple of justice."

WHEREFORE, respondent sheriff is hereby found GUILTY of serious misconduct and FINED P5,000 with a stern warning that a repetition of the same or a similar infraction shall be dealt with more severely.

SO ORDERED.

Melo, (Chairman), Vitug, Purisima, and Gonzaga-Reyes, JJ., concur.

[1] Rollo, pp. 1-2.

[2] Rollo, pp. 4-7.

[3] Report/Recommendation, pp. 1-4.

[4] *Vda. De Gillego v. Roxas*, 235 SCRA 158, August 5, 1994.

[5] 233 SCRA 632, July 5, 1994, per curiam.

[6] *Casal v. Concepcion Jr.*, 243 SCRA 369, 373, April 6, 1995.

[7] 268 SCRA 64, 67, February 12, 1997, per Melo, J.

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