

**REPORT OF BRANCH CLERK OF COURT INOCENCIO E. Dumlao,
REGIONAL TRIAL COURT, BRANCH 134, MAKATI, METRO MANILA,
RE: DEPUTY SHERIFF, PIOQUINTO VILLAPANA, REGIONAL TRIAL
COURT, MAKAT...**

A.M. No. P-93-824. February 07, 1994

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PER CURIAM:

In his Report dated 25 May 1993 and Supplemental Report dated June 1, 1993, addressed to Judge Salvador S. Abad Santos, Executive Judge, Regional Trial Court, Makati, Atty. Inocencio Dumlao, the Clerk of Court of the Regional Trial Court, Branch 134, Makati, charged Deputy Sheriff Pioquinto Villapana, with demanding and receiving money from Boris J. El-Khoury, the plaintiff in Civil Case No. 92-3658 entitled "Boris J. El-Khoury v. F. Domingo V. Sanchez," in the total amount of P52,200.00, (allegedly for expenses in connection with the procurement of an attachment bond) and in failing to account the amount of P43,000.00 thereof.

The said Report alleges:

- "1. On January 7, 1993, an Order was issued by the Court, setting for hearing on January 11, 1993 at 2:00 p.m., plaintiff's prayer for the issuance of a Writ of Preliminary Attachment;
2. On January 11, 1993, after the hearing, the Court issued an Order granting the prayer for a Writ of Preliminary Attachment on an Attachment Bond for P1.2 M;
3. On January 14, 1993, Deputy Sheriff Pioquinto Villapana received from plaintiff Boris J. El-Khoury in his Office, the amount of P30,000.00 supposedly as cash advance for premium to negotiate for the P1.2 M attachment bond, under Cash Voucher No. 004--93, (Annex "A");
4. On the same day January 14, 1993, Deputy Sheriff Pioquinto Villapana, likewise, received from plaintiff Boris J. El-Khoury in his office another amount of P9,200.00 as premium for the P1.2 M attachment bond, under Cash Voucher No. 033-93 (Annex "B");
5. On January 15, 1993, plaintiff received a copy of the Order of the Court dated January 11, 1993, granting the prayer for a Writ of Preliminary Attachment;
6. On the same day, January 15, 1993, Stronghold Insurance Attachment Bond No. SICI 00238 was issued, signed by the plaintiff and approved by the Court, and its premium for P9,157.75 paid under OR 3368 dated January 15, 1993 (Annex "C" issued by Armour Insurance Management. Note that the amount in Annex "B" almost corresponds to Annex "C");
7. On January 21, 1993, Deputy Sheriff Pioquinto Villapana received from plaintiff the amount of P8,000.00 as sheriff's expenses for the attachment, as per Check Voucher No. 007-93, FEBTC Check No. 737296 (Annex "D", but encashed. No record of court approval appears for this expense);
8. On February 11, 1993, Deputy Sheriff Pioquinto Villapana, received from plaintiff the sum of P5,000.00 as sheriff's expenses for the attachment, per Cash Voucher 026-93 (Annex "E". No record of court approval

appears for this expense).

xxx xxx xxx

10. On March 3, 1993 at about 9:25 a.m., Deputy Sheriff Villapana, while on supposed leave of absence, filed Partial Sheriff's Return, dated January 23, 1993 (Saturday), and paid P50.00 as sheriff's fee under O.R. No. 296772 (Annex "F") (Rollo, pp. 5-6).

In his Supplemental Report, Atty. Dumlao informed Judge Abad Santos of the willingness of Myrna L. Pingol, an employee of the complainant, to appear and to testify at the hearing to corroborate the charges against respondent (Rollo, p. 15).

In a resolution dated July 21, 1993, we resolved to refer the matter to Judge Abad Santos, for investigation, report and recommendation.

Judge Abad Santos conducted a hearing on September 14, 1993, where complainant affirmed the allegations contained in the report of Atty. Dumlao. Myrna L. Pingol affirmed the contents of the affidavit she had executed in support of the charge against respondent (TSN, September 14, 1993, p. 13). In that affidavit, Ms. Pingol stated that she prepared vouchers for the following amounts: P30,000.00, P9,200.00, P8,000.00, and P5,000.00 (Annexes "A", "B", "D" and "E" of the affidavit). She further stated that she personally gave the said amounts to respondent.

At the hearing, respondent admitted having received P30,000.00 from Ms. Pingol, which he allegedly intended to give to an agent of the Armour Insurance Management Company to facilitate the processing of the attachment bond. He also admitted that he only gave P10,000.00 to the agent (TSN, September 14, 1993, p. 12). He was unable to account for the balance of P20,000.00.

In his counter-affidavit, respondent admitted receiving, aside from the amount of P30,000.00, the amount of P8,000.00 as "Initial Sheriff's Expenses" and the amount of P5,000.00, as fees for the guards assigned to watch over the levied property, a Mitsubishi Galant car.

As defense, respondent claimed that the moneys were given to him voluntarily and was accepted by him in good faith and without malice.

In his Report dated September 20, 1993, Judge Salvador S. Abad Santos recommended "that respondent be found guilty of grave misconduct and dishonesty prejudicial to the best interest of the service and acts unbecoming of a court employee."

We agree with the said recommendation.

Respondent's defense is not acceptable. The records show that the complainant delivered the moneys to respondent because the latter demanded said amounts from him. It would defy understanding for complainant to gift respondent in gratitude for the latter's services and then file charges against him for failing to account for the use of the moneys.

Respondent's act of accepting the amounts, albeit given voluntarily, cannot be said to be made in good faith. Among the acts constituting corrupt practices under the Anti-Graft and Corrupt Practices Act (RA No. 3019 as amended), is the receiving of any gift or present by a public officer in connection with any transaction between the Government and a private party (Sec. 3[b]). For a public servant to accept gifts and other payments from parties he assists in the course of the performance of his duties is inimical to the best interest of the service, as his office would be tainted with suspicion (Tan v. Herras, 195 SCRA 1 [1991]; Resolution Administrative Matter No. P-90-404, March 11, 1991). As we have often emphasized, the conduct and behavior of everyone connected with

an office charged with the dispensation of justice should be circumscribed with the heavy burden of responsibility. Their conduct at all times must be characterized with propriety, decorum, and, must be above and beyond suspicion. For every employee of the judiciary should be an example of integrity, uprightness and honesty (Llanes v. Borja, 192 SCRA 288 [1990]; Annang v. Vda de Blas, 202 SCRA 635 [1991]; Valenton v. Melgar, A.M. No. P-92-698, March 3, 1993).

WHEREFORE, respondent Deputy Sheriff Pioquinto Villapana is found guilty of grave misconduct. He is hereby DISMISSED from the service with forfeiture of any and all benefits that he may be entitled to under the law, and with prejudice to re-employment in any part of the government service, including government-owned or controlled corporations. SO ORDERED.

Narvasa, C.J., Cruz, Feliciano, Padilla, Bidin, Regalado, Davide, Jr., Romero, Bellosillo, Melo, Quiason, Puno, and Vitug, JJ., concur.

Nocon, J., on leave.

Kapunan, J., no part.

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