

## **CORAZON B. JOSON, COMPLAINANT, VS. STENOGRAPHER III RUTH A. MACAPAGAL AND STENOGRAPHER III TERESITA C. BURKLEY, RESPONDENTS.**

*A.M. No. P-02-1591 (Formerly A.M. No. IPI-00-871-P). June 21, 2002*

Ponente: BELLOSILLO, J.

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### **BELLOSILLO, J.:**

The Office of the Chief Justice received on 31 March 2000 a letter-complaint from Corazon B. Joson complaining against Ruth A. Macapagal and Teresita C. Burkley, both Stenographer III at the Regional Trial Court, Br. 28, Cabanatuan City, for conduct unbecoming of government employees.

Complainant Joson alleged that sometime in 1995 she obtained a housing loan from the Government Service Insurance System (GSIS) for the purchase of a house and lot in Villa Emilia Subdivision, Cabanatuan City. Due to financial difficulties she was unable to meet her monthly amortizations with the GSIS, hence, on 2 May 1996 she decided to transfer her rights over the property to Noemi V. Alomia, sister of Macapagal. Witnesses to the signing of the documents transferring her rights were respondent Macapagal herself and Teresita C. Burkley and a certain Elma Ramos.

After the signing of the documents, Macapagal volunteered to have them notarized in her office for free and thereafter to submit the same to the GSIS in Cabanatuan City for processing. Having developed a trust in Macapagal, complainant Joson delivered her copies of the documents to her.

On 19 January 2000 Joson was surprised to receive a letter from the GSIS reminding her of her accountabilities and at the same time informing her that in case of failure on her part to pay the monthly amortizations the same would be deducted from her retirement benefits.

Joson became apprehensive especially since her retirement was drawing near. She immediately went to the house of Macapagal to inquire about the status of the documents. It was only then that she found out that Macapagal never endorsed the papers to the GSIS; instead, the property was sold to Carmelita Cabigas, sister of respondent Burkley.

According to Joson, in the new set of documents transferring her rights over the property, the name of “Noemi V. Alomia” was erased and superimposed in its stead was the name of “Carmelita Cabigas.” Joson also said that Burkley went to the extent of forging the signature of Cabigas who was abroad at the time the new set of documents was supposedly signed. Joson also belatedly learned that Cabigas and her family had already been staying in the premises for quite some time without paying a single centavo to the GSIS.

Macapagal admitted in her Comment that her sister Noemi V. Alomia bought the rights over the house and lot from Joson for P16,000.00 and that after the signing of the documents on 2 May 1996 Joson delivered the keys to the house to Alomia. Macapagal also alleged that after the papers were signed she submitted the same to the developer for further processing. Meanwhile, the property remained unoccupied as Alomia went back to Dubai

where she was working.

Later, Alomia informed her sister Macapagal that she was no longer interested in buying the property instructing her at the same time to scout for a new buyer. Significantly, Macapagal informed Joson of her sister's decision not to proceed with the transaction only after an apprehensive Joson went to Macapagal's house to inquire about the documents after receipt of the letter from the GSIS. Macapagal assured Joson that she would look for another buyer, to which Joson supposedly agreed provided that the old documents would be surrendered to her. When Macapagal informed the developer of her sister's decision not to go through with their transaction, the developer allegedly advised her that it would be better if a new document could be prepared and signed by Joson herself.

Eventually Macapagal offered the property to Carmelita Cabigas, sister of Burkley. Upon the arrival of Cabigas in December 1997 from abroad, Cabigas paid Macapagal P25,000.00. After which Macapagal turned over the keys to the house to Cabigas who immediately occupied the premises and introduced improvements thereon.

Macapagal retrieved the old set of documents from the developer for the purpose of giving it back to Joson. She likewise asked from the developer blank forms for a "Deed of Assignment, Transfer of Rights and Assumption of Rights" but she was allegedly informed by the developer that they had run out forms. She was advised instead to reproduce them. After reproducing the forms, Macapagal gave them to Burkley for processing. Macapagal also entrusted the old set of documents to Burkley, at the same time informing her that Joson wanted it back before signing the new set.

On 12 January 1999 Macapagal together with Burkley and Joson went to the office of Atty. Jose Manuel Calderon to have the documents notarized. While in that office, according to Macapagal, she heard Atty. Calderon inquire from Joson whether the signatures appearing on the documents were hers. Atty. Calderon likewise made it clear to Joson that the contract was between her and Cabigas and thereafter, Atty. Calderon notarized the documents.

Burkley, for her part, averred that the original buyer of the property from Joson was Noemi V. Alomia, sister of Ruth A. Macapagal; however, after a year or two (2) Noemi V. Alomia changed her mind and backed out from the contract.

Upon learning that Cabigas was interested in the property, Macapagal immediately offered the same to her. Hence in December 1997 Cabigas paid Macapagal P25,000.00 in full consideration of the transfer of rights over the property to Cabigas.

According further to Burkley, since Alomia was abroad and could not personally sign the documents, she and Macapagal decided that the new contract be made and executed between Joson and Cabigas, and that Joson agreed to this arrangement provided that the old documents were surrendered to her. Unfortunately no blank forms were available so they decided to make use of the old forms instead, hence, the reason why there were erasures in the new set of documents. Burkley emphasized that this was done with the knowledge and consent of Joson.

Burkley denied that she forged the signature of her sister Cabigas. She insisted that Cabigas was in the Philippines in December 1997 in time for the signing of the documents. Cabigas submitted an affidavit attesting to the fact that she was the one who signed the documents. During the pendency of this case, Burkley manifested that Cabigas was more than willing to pay the amortizations in arrears and all the future monthly amortizations. In fact, according to Burkley, the husband of Cabigas had already written the GSIS declaring her intention to assume the outstanding obligations pertinent to the subject property.

Finding that respondents Macapagal and Burkley committed acts of impropriety when they reneged on their promise to have the documents notarized and to submit the same to the GSIS, the Office of the Court

Administrator recommended that both be reprimanded and warned that commission of the same or similar act would be dealt with more severely.

We agree with the Office of the Court Administrator that respondents are guilty of committing acts unbecoming of government employees. After the signing of the documents on 2 May 1996 Macapagal never caused their notarization nor endorsed them to the developer and the GSIS as promised. In fact, she did not give Joson her copy of the signed documents. Instead, Macapagal held on to the documents after their signing and even after conveying the property to Cabigas. Consequently, and unknown to Joson, the property remained in her name. Hence, we can only surmise the apprehension and anxiety of Joson upon receiving a letter from the GSIS demanding the immediate settlement of her accountabilities in the form of monthly amortizations, otherwise the same would be deducted from whatever benefits she would be receiving upon her retirement.

In an act tainted with malice and bad faith, respondent Macapagal reconveyed the property to Cabigas without first informing complainant Joson. Macapagal did not even inform Joson, in due course and as a matter of courtesy, that Alomia had decided to withdraw from the contract. Macapagal only informed Joson of the subsequent transfer after the latter went to her house to inquire about the status of the documents upon receipt of the demand letter from the GSIS.

We simply cannot lend credence to the version of Macapagal that she submitted the necessary documents to the developer and the GSIS. For, had the documents been accordingly submitted, the developer and the GSIS would have already caused the transfer of the rights over the property in the name of Alomia even before it was reconveyed to Cabigas. Notably, more than one (1) year had lapsed after Joson had sold the rights over the property to Alomia and before the same was reconveyed to Cabigas.

Respondents Macapagal and Burkley brokered the transfer from Joson to Alomia and, subsequently, from Alomia to Cabigas. They knew fully well that after buying the rights over the property Cabigas immediately occupied the premises without the knowledge and consent of Joson. To further aggravate the matter, Macapagal and Burkley knew that despite her occupation of the premises, Cabigas never paid a single centavo to the GSIS as the rights over the property continued to be registered in the name of Joson.

We cannot subscribe to the insistence of Macapagal that the developer even made the suggestion that the new set of documents be executed and signed between Joson and Cabigas. Considering that there was already a valid transfer of rights between Joson and Alomia, it is hardly credible that the second set of documents be signed by Joson and Cabigas and not by Alomia and Cabigas.

Likewise, we find it very unlikely for the developer to have suggested that a new contract be entered into between Joson and Cabigas. Macapagal did not present any power of attorney from Alomia authorizing her to cancel the original contract between her and Joson. It would be implausible and contrary to normal business procedure for the developer to unilaterally allow the retrieval and cancellation of the original set of documents, assuming in the first place that indeed Macapagal submitted them to the developer for further processing. That the developer had run out of forms is also quite improbable. These are basic forms for a realty business, but assuming that it was true that there were really no more blank forms available, then Burkley and Macapagal being court stenographers could have easily reproduced those forms by retyping them.

The foregoing circumstances only bolster our suspicion that Macapagal and Burkley erased the name of Noemi V. Alomia from the original documents and superimposed in its place the name of Carmelita Cabigas. Macapagal was already aware that Joson wanted her copy of the original documents and yet, by her own admission, she entrusted them instead to Burkley and not to Joson.

The alleged transfer between Joson and Cabigas was supposedly consummated sometime in December 1997. Taking into account Joson's apprehension and experience in the botched deal with Alomia, we would have expected her to have the documents immediately notarized and submitted to the developer and the GSIS. Hence, it strains credulity why the second set of documents was only notarized more than one (1) year after its supposed signing. Considering her previous experience, it was very implausible for Joson to have voluntarily succumbed a second time to the same ploy. This only strengthens our belief that the second transfer was done without complainant Joson's prior knowledge and consent.

Belatedly and during the pendency of the case, Cabigas and her husband wrote GSIS asserting their intention to assume the outstanding obligations relative to the property in question. Plainly, this indicates that they tacitly admit that they were somehow remiss in the performance of their obligations. Nonetheless, it would not in any way obliterate the fact that Macapagal and Burkley committed acts prejudicial to the interests of Joson. If at all, it would only serve to mitigate the penalty to be imposed upon them.

The conduct and behavior of every one connected with an office charged with the dispensation of justice, from the presiding judge to the lowliest clerk, should be circumscribed with the heavy burden of responsibility. The strictest standard of honesty and integrity in the public service is required of those involved in the administration of justice.[1]

A court employee, being a public servant, must exhibit the highest sense of honesty and integrity not only in the performance of his official duties but in his personal and private dealings with other people, to preserve the court's good name and standing.[2] Every employee of the judiciary should be an example of integrity, uprightness and honesty.[3]

WHEREFORE, for committing acts unbecoming of government employees, respondents Ruth A. Macapagal and Teresita C. Burkley, both Stenographer III, RTC-Br. 28, Cabanatuan City, as recommended by the Office of the Court Administrator, are both REPRIMANDED and STERNLY WARNED that commission of the same or similar act will be dealt with more severely.

**SO ORDERED.**

Mendoza, and Corona, JJ., concur.

Quisumbing, J., abroad, on official business.

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[1] Santos v. Arlegui-Hernandez, A.M. No. P-02-1556, 22 February 2002.

[2] Paredes v. Padua, Adm. Matter No. CA-91-3-P, 17 May 1993, 222 SCRA 82.

[3] Ferrer v. Gapasin, Sr., A.M. No. P-92-736, 16 November 1993, 227 SCRA 764.

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