

BANGKO SENTRAL NG PILIPINAS, COMPLAINANT, VS. EXECUTIVE JUDGE ENRICO A. LANZANAS, REGIONAL TRIAL COURT, BRANCH 7, MANILA, CLERK OF COURT JENNIFER DELA CRUZ-BUENDIA AND DEPUTY SH...

A.M. No. RTJ-06-1999 (FORMERLY OCA IPI NO. 03-1903-RTJ). December 08, 2010

Ponente: BRION, J.

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BRION, J.:

Before the Court is the administrative complaint instituted, on November 12, 2003,[1] by the Bangko Sentral ng Pilipinas (BSP) against Executive Judge Enrico A. Lanzanas,[2] Regional Trial Court (RTC), Branch 7, Manila; Clerk of Court Jennifer dela Cruz-Buendia and Sheriff Carmelo V. Cachero, RTC, Office of the Clerk of Court (OCC), for "their culpable violation of the duties of their office when they usurped the functions of the Presiding Judge of RTC-Manila, Br. 12 - Pairing Judge Hon. Cesar Solis[,] by allowing the withdrawal and release from the custody of the court garnished funds in the total amount of PESOS: NINETY-SEVEN MILLION THREE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED SIXTY-EIGHT & 35/100 (P97,388,468.35) to Philippine Bank of Communications (PBCOM) and its counsel of record who are not parties to the case." [3]

Specifically, the BSP asked that the respondents be made liable, as follows:

- Cachero
- fraudulently causing the release of the P97,388,468.35 from the custody of the RTC, Manila, Branch 12, in Civil Case No. 99-95993;
- usurpation of authority;
- malversation of public funds;
- causing undue injury to the government;
- disclosing or using confidential information; and
- falsification of public records.
- Dela Cruz-Buendia
- usurpation of judicial functions;
- malversation of public funds;
- violation of her duties as clerk of court;
- causing undue injury to the government;
- disclosing or using confidential information; and

- falsification of public records.
- Judge Lanzanas - for gross negligence in the performance of his duties.

The Antecedents

The Office of the Court Administrator (OCA) conducted an investigation of the complaint and submitted a report/recommendation to then Chief Justice Artemio V. Panganiban on March 27, 2006.[4] The facts, based on the report and the records, are summarized below.

The BSP is the plaintiff in Civil Case No. 99-95993, entitled *Bangko Sentral ng Pilipinas v. Orient Commercial Banking Corporation, et al.* The BSP alleged that, on January 19, 2000, Judge Rosmari D. Carandang (presently Court of Appeals Associate Justice) of the RTC, Branch 12, Manila, issued a Writ of Attachment[5] against the assets and properties of the defendants, Orient Commercial Banking Corporation, Jose C. Go, Vicente C. Go, Gotesco Properties, Inc. and Go Tong Electrical Supply, Inc. The writ was served, among others, on the various malls owned by the defendants, resulting in the garnishment of the rentals of the tenants. By order of the court, the corresponding check payments of the mall tenants were deposited to the Land Bank of the Philippines (LBP) account of the RTC, Manila, under the management and custody of dela Cruz-Buendia.

Defendant Jose C. Go and his wife Elvy T. Go are also the defendants in Civil Case No. 01-101190, filed by PBCOM, which was pending before the RTC, Branch 42, Manila.

On May 23, 2003, when the BSP's counsel, Fe B. Macalino, inquired into the status of Civil Case No. 99-95993, she was allegedly informed by the personnel of the RTC, Branch 12, Manila, that portions of the subject funds (P85,631,690.38) had been withdrawn and released to PBCOM on the basis of a Notice to Deliver Garnished Amount, dated May 12, 2003, served by Cachero,[6] based on the writ of execution issued by Judge Guillermo G. Purganan of the RTC, Branch 42, Manila, in Civil Case No. 01-101190, *Philippine Bank of Communications v. Spouses Jose C. Go and Elvy T. Go*.

In compliance with the notice, Lilia C. Santiago, then cashier of the RTC, Manila, prepared a disbursement voucher, dated May 14, 2003,[7] in the amount of P82,634,281.23. The amount was covered by LBP Check No. 175255, also dated May 14, 2003, and co-signed by Judge Lanzanas and dela Cruz-Buendia. The voucher named PBCOM as the claimant, and receipt of the money was acknowledged by Atty. Cesar D. Ramirez, PBCOM's Vice-President for the Legal Division.

The BSP noted that the disbursement voucher contained a certification which states:

CERTIFIED: Adequate available funds/budgetary allotment in the amount of P(illegible) expenditure properly certified; supported by documents marked (x) per checklist on back hereof[.]

The BSP questioned the certification, claiming that as of the date of the disbursement voucher (May 14, 2003), the records of the case had been brought to the Court of Appeals on April 22, 2003, in view of the defendants' appeal in Civil Case No. 01-101190.[8]

On May 15, 2003, Cachero, issued notice to deliver garnished amount of P11,756,777.97 in favor of PBCOM's lawyer, Atty. Crisostomo M. Delos Reyes, in Civil Case No. 01-101190. The notice, like the first one, was addressed to the Clerk of Court and Ex-Officio Sheriff of the RTC, Manila (Dela Cruz-Buendia), with a notation that the "garnishment was effected on the deposit made in Civil Case No. 99-95993." [9]

On May 16, 2003, LBP Check No. 175239 for P11,344,990.74, signed by Judge Lanzanas, was issued in the name of PBCOM. Atty. delos Reyes acknowledged receipt of the check.[10]

On the same day, May 16, 2003, dela Cruz-Buendia made another withdrawal from the garnished funds for the

amount of P29,491.94, covered by LBP Check No. 175296 dated June 4, 2003, and signed by Judge Lanzas and dela Cruz-Buendia. The payee was the "Clerk of Court RTC-Manila on General Fund." The BSP claimed that on the official receipt covering the payment of the commission, Atty. delos Reyes was named as the payor, although the receipt referred to LBP Check No. 175296 which was issued by Judge Lanzas and dela Cruz-Buendia. The BSP also claimed that the receipt was falsified by making it appear that Atty. Delos Reyes was the payee when he did not pay any amount as beneficiary of the award.

The BSP further alleged that on May 14, 2003, Santiago issued another disbursement voucher,[11] amounting to P214,179.22, representing withdrawal of commission on deposit for the garnished amount of P85,631,690.38, in favor of PBCOM. The withdrawal was made through LBP Check No. 175292 dated June 4, 2003. On June 5, 2003, a certain Rodrigo Tan was named payor in the official receipt which indicated the mode of payment to be LBP Check No. 175292 dated June 4, 2003.[12]

On June 5, 2003, the office of dela Cruz-Buendia again issued a disbursement voucher, for P1,712,713.00, allegedly representing withdrawal of the Sheriff Percentage of Collections of the Garnished Account of P85,631,690.38,[13] which was covered by LBP Check No. 175292 dated June 4, 2003. Official receipt no. 18269397 bore the name of Tan as payor.[14]

Also on June 5, 2003, dela Cruz-Buendia issued another disbursement voucher, for P428,178.45, allegedly representing the withdrawal of the Sheriff Percentage of Collection, and covered by LBP Check No. 175293 dated June 4, 2003,[15] as indicated in the official receipt which, again, made Tan as the payor.[16]

The BSP wondered what the connection of Tan was with the unauthorized release of its garnished funds considering that Tan was not a party to the PBCOM case; neither was he a party to the BSP case.

The BSP protested that the withdrawals from the garnished rental payments in Civil Case No. 99-95993 were irregular as a court has no power to lift a writ of preliminary attachment by a co-equal court. It stressed that the RTC, Manila, Branch 42, no longer had jurisdiction over the case involving PBCOM and the Spouses Go because the case records were transmitted to the Court of Appeals on March 7, 2003.[17]

The Respondents' Comments

Judge Lanzas

On January 28, 2004, Judge Lanzas filed his comment[18] to the complaint. He strongly denied that he had committed any improper or illegal act in connection with the withdrawal of the funds in dispute.

He claimed that the checks he signed were personally brought to his office by dela Cruz-Buendia and Cachero, but he had nothing to do with the preparation of the checks, vouchers and other supporting documents. He allegedly signed the checks as a matter of duty and out of respect for the writ of execution issued by Judge Purganan of the RTC, Manila, Branch 42. He saw nothing in the checks or in the supporting documents which would invite suspicion that something was wrong. He signed the checks in a ministerial capacity as executive judge, especially as he was not told that there was any controversy regarding the amount to be paid to PBCOM.

Additionally, Judge Lanzas explained that the amount released to PBCOM is still intact, and a Manifestation with Urgent Motion to Return and Restrain[19] had already been filed by the BSP to recover the amount. He stressed that the manifestation did not include his office as respondent. Lastly, he pointed out that he was also a respondent in a similar complaint, with the same facts and issues, filed by Gotesco Properties, Inc., through Imelda P. delos Santos, docketed as OCA IPI No. 03-1809-RTJ.

Clerk of Court Dela Cruz-Buendia

Dela Cruz-Buendia filed her comment on March 29, 2004.[20] She explained that on May 12, 2003, the OCC, RTC, Manila, was served with a copy of a Notice to Deliver Garnished Amount for P85,631,690.38, signed by Cachero. Attached to the notice was the order of Judge Purganan of the RTC, Manila, Branch 42, granting PBCOM's Motion for Execution Pending Appeal and the corresponding writ of execution. On May 15, 2003, a second Notice to Deliver Garnished Amount for P11,344,990.74 was served on the OCC.

Finding the two notices and their supporting papers to be in order, dela Cruz-Buendia referred the documents to the OCC cashier for proper disposition. The cashier then prepared the check vouchers, one for P82,634,281.23, net of the legal fees paid by PBCOM, and the other for P11,344,990.74, after having been satisfied that money deposits did exist.

Thereafter, and in accordance with the OCC standard operating procedures, the checks, including the supporting attachments, were brought to the Office of Judge Lanzanas for his approval and signature. After Judge Lanzanas signed the checks, they were brought back to the OCC for release.

Dela Cruz-Buendia argued that her act of preparing the two (2) checks, as well as other related acts, cannot be the basis of the charges BSP brought against her. She claimed that she acted in good faith in preparing the checks for the approval and signature of Judge Lanzanas, considering, as she alleged, that all the documents that were submitted to the OCC were complete and in order; she was mandated to comply with the writ of execution, a court order which on its face was regular, having been issued by competent authority. In signing the checks in question, she strictly observed the procedure prescribed under the 2002 Revised Manual for Clerks of Court. She argued that for this reason, she could not be made liable for usurpation of judicial functions, nor for violation of her official duties as clerk of court.

Dela Cruz-Buendia further alleged that the release of the questioned funds to PBCOM was done in line with her ministerial duty as clerk of court. Therefore, the release was in good faith, especially after she had been assured that the amount was garnished and identified as belonging to parties against whom the notice of garnishment was enforced.

Dela Cruz-Buendia likewise denied BSP's charge of malversation of public funds as the bank had not shown that she had appropriated or misappropriated, nor had she consented to or permitted any other person to take the garnished funds in question, even by BSP's admission that all the amounts covered by the issued checks were all released to PBCOM. She stressed that she did not conspire with the sheriff and the executive judge in committing the acts complained of as it was clearly shown that she had no participation whatsoever in the disposition of Civil Case No. 99-95993, except to obey lawful orders of the court.

The respondent clerk of court likewise denied the charge of disclosing or using confidential information, claiming that the information regarding the deposit of the garnished funds in the OCC was not confidential as it was furnished to the sheriff, upon his request, by the previous clerk of court. Neither could she be made liable for falsification of public records for certifying documents; it was her ministerial duty to sign these documents considering that they had been checked and initialed by court personnel.

Sheriff Cachero

On March 8, 2004, the respondent sheriff submitted his comment.[21] Like the clerk of court, he professed good faith for his role in the implementation of the writ of execution issued by Judge Purganan in Civil Case No. 01-101190. He added that it was his ministerial duty to see to the writ's implementation. A writ of execution is enforceable even pending appeal, conditioned on the posting of a surety bond to answer for damages in the event of a reversal by the appellate court. In this instance, there was in fact a surety bond. Additionally, Cachero

contended that the compromise agreement entered into by the BSP and the Orient Commercial Banking Corporation, and the claim or lien made by PBCOM on the interests of Jose C. Go and Elvy T. Go on the garnished deposits indicated that the Gotesco group of companies' funds and Jose C. Go's funds referred to one and the same garnished amount, thereby validating PBCOM's claim.

The OCA Report and Related Incidents

In a Memorandum dated March 24, 2006,[22] the OCA recommended that:

- The complaint be re-docketed as a regular administrative matter;
- The charges against Judge Enrico Lanzanas be dismissed for insufficiency of evidence;
- Respondent Deputy Sheriff Carmelo V. Cachero be suspended for six (6) months for simple misconduct;
- Respondent Clerk of Court Jennifer H. dela Cruz-Buendia be penalized with a fine of P10,000.00 for simple neglect of duty; and
- Both Cachero and dela Cruz-Buendia be sternly warned against the commission of a similar offense.

On June 7, 2006, [23] the Court resolved to: (1) re-docket the complaint as a regular administrative matter; (2) dismiss the charge against Judge Lanzanas for insufficiency of evidence; and (3) require the parties to manifest whether they were willing to submit the case for decision.

On July 17, 2006, Cachero filed a Manifestation before the Court,[24] stating that the amount released to PBCOM in Civil Case No. 01-101190, in the amount of P103,184,629.44, was returned to the RTC, Manila, Branch 12, by virtue of an order of the same Court;[25] the BSP and the Ever Gotesco Resources Holdings, Inc. withdrew the entire amount on the strength of another court order dated January 14, 2004[26] and after the release of the amount, this Court considered closed and terminated the administrative complaint filed by the Gotesco Properties, Inc. in OCA IPI No. 03-1809-RTJ. Cachero prayed that the present complaint be dismissed.

In a parallel move, dela Cruz-Buendia filed, on September 21, 2006, a Manifestation, Supplemental Comment and Partial Motion for Reconsideration.[27] She reiterated that the acts complained of in this case were ministerial and, for this reason, she could not look beyond the face of the issued writ and the subsequent notices of garnishment, and determine the legality or regularity of the documents. She argued that there is no particular law or rule which categorically prohibits the garnishment of property in custodia legis. In any event, she maintained that it was Cachero who effected the writ of execution and the garnishment.

In her partial motion for reconsideration, dela Cruz-Buendia called attention to the Court's Resolution dated June 7, 2006,[28] stating that it dismissed all the administrative charges against Judge Lanzanas. She posited that such dismissal should have carried with it also the dismissal of the charges against her because she committed the acts complained of in the performance of ministerial duty - the same justification given by Judge Lanzanas in signing the checks.

The Court's Ruling

In our Resolution of June 7, 2006,[29] we made the following observations: (1) the present administrative matter involves the alleged irregular withdrawals of funds in custodia legis; (2) the funds consist of the garnished amounts representing rental payments from lessees of defendants Orient Commercial Banking Corporation, et al. in Civil Case No. 99-95993 (*Bangko Sentral ng Pilipinas v. Orient Commercial Banking Corporation, et al.*) held in custodia legis by the RTC, Branch 12, Manila, by virtue of a writ of attachment; (3) said garnished amounts, totaling about P85M, were subsequently released in favor of the PBCOM in Civil Case No. 01-101190 (PBCOM

v. Jose C. Go, et al.), pursuant to a writ of execution pending appeal issued by Judge Guillermo Purganan, RTC, Branch 42, Manila; (4) clearly, said release was irregular as the garnished amounts were under the custody of the RTC, Branch 12, Manila, pursuant to the writ of attachment earlier issued by Judge Carandang of the same court against the defendants in Civil Case No. 99-95993, which cannot be interfered with without the permission of the proper court (Branch 12); (5) respondent Judge Lanzanas' inadvertence was not gross enough to merit sanction as he had no participation in the preparation of the checks; he merely signed them in a ministerial capacity as executive judge, but (6) the same conclusion cannot be said of his co-respondents who are claiming good faith and compliance with the procedure, set forth in the Rules of Court, in the withdrawal and subsequent release of the subject funds.

Rule 57, Section 7(e) of the Rules of Court provides:

x x x x

If the property sought to be attached is in custodia legis, a copy of the writ of attachment shall be filed with the proper court or quasi-judicial agency, and notice of the attachment served upon the custodian of such property.

No evidence or record in the present case exists showing that the above provision had been complied with when Cachero asked for the release of the garnished funds. No copy of the writ of attachment was filed with the proper court, the RTC, Branch 12, Manila, in Civil Case No. 99-95993. The disputed funds were clearly under the custody of Branch 12, not Branch 42.

As the OCA noted, the respondent sheriff should have known that the funds he garnished were in custodia legis and do not belong to the defendants in Civil Case No. 01-101190, considering that he (Cachero) himself was among a group of sheriffs deputized to implement the writ of garnishment issued by the RTC, Branch 12, Manila, in Civil Case No. 99-95993.

Dela Cruz-Buendia, on the other hand, cannot claim that she was not aware that the garnished amounts do not belong to Spouses Jose C. Go and Elvy T. Go. The notice of garnishment, dated July 23, 2001,[30] issued by Cachero was addressed to the Clerk of Court, RTC, Manila. The notice covered the goods, effects, money and other properties belonging to Spouses Jose C. Go and Elvy T. Go in her possession or control that were deposited under Civil Case No. 99-95993. The reply, dated July 27, 2001, of then Clerk of Court[31] Jesusa P. Maningas reads:

In reply to the Notice of Garnishment received by this office on July 26, 2001 pursuant to the Writ of Attachment in Civil Case No. 01-101190, entitled "Philippine Bank of Communication versus Spouses Jose C. Go and Elvy T. Go," please be informed that this office is in receipt of an order from the Hon. [Rosmari] D. Carandang dated February 7, 2000 in connection with Civil Case No. 99-95993 entitled "Bangko Sentral ng Pilipinas versus Orient Commercial Banking Corporation, et al.," (Please see attached copy of the said Order and Writ of Attachment).

Judge Carandang's order, dated February 7, 2000,[32] mentioned in the above reply states:

The Clerk of Court, acting as ex-officio Sheriff of Regional Trial Court of Manila, is hereby directed that before any rental payment from the lessees of any one or all of the above-named defendants shall be received in accordance with the Notice of Garnishment pursuant to the Writ of Attachment issued by this Court on January 19, 2000 x x x the said payment should be referred first to this Court for the issuance of appropriate Order to Receive Payment for the Court's proper control and accounting of the amount garnished; payments shall be turned over by the Branch Sheriff of this Court to your office for issuance of appropriate official receipt.

Without doubt, the funds that were released by the OCC, at the time the Notices to Deliver Garnished Amount

were filed by Cachero, were in custodia legis, by virtue of the Writ of Attachment issued by Judge Carandang, RTC, Branch 12, Manila, against the defendants in Civil Case No. 99-95993.

In *Traders Royal Bank v. Intermediate Appellate Court*,^[33] we declared that "property in the custody of the law cannot be interfered with without the custody of the proper court and properly legally attached is property in custodia legis."

Sheriff Cachero cannot feign ignorance of the true nature of the funds he garnished. Cachero himself was deputized, among other sheriffs, to implement the writ of garnishment issued by Judge Carandang of the RTC, Branch 12, Manila, in Civil Case No. 99-95993, a case where Jose Go was one among several defendants, unlike in Civil Case No. 01-101190 where only he and his wife Elvy were the defendants. The garnished funds, therefore, in Civil Case No. 99-95993 cannot be said to belong to the spouses Go or, at the very least, do not belong to them solely. Further, Cachero received official notification that the funds in question were already the subject of a notice of garnishment issued, on January 19, 2000, by Judge Carandang in Civil Case No. 99-95993, as contained in the Order of the Judge,^[34] attached to the reply^[35] of RTC Clerk of Court Jesusa P. Maningas to Cachero's notice of garnishment.^[36]

Cachero erred in garnishing the funds in dispute, in his haste to enforce the writ of execution issued by Judge Purganan of the RTC, Branch 42, Manila, in Civil Case No. 01-101190, for reasons only known to him. He forgot that the very same funds were under the custody of another court, the RTC, Branch 12, Manila, which earlier issued a writ of attachment over the same funds. He cannot now be heard that he was just performing a ministerial function. He knew or should have known about the true character of the funds he garnished. As the OCA noted, he was among a group of sheriffs who were deputized to implement the writ of attachment issued by Judge Carandang of the RTC, Branch 12, Manila.

For garnishing funds in custodia legis, in violation of the Rules of Court and jurisprudence, Cachero deserves to be sanctioned. He exhibited incompetence in the performance of his duties. Under the Civil Service rules,^[37] inefficiency and incompetence are punishable with suspension for six (6) months and one (1) day to one (1) year for the first offense, and dismissal for the second offense. Considering that several incidents are involved and the nature of the infractions, i.e., on a matter so basic for a sheriff to miss, we deem a penalty in the middle of the range, or nine (9) months suspension, to be the appropriate penalty.

Clerk of Court and Ex-Officio Sheriff dela Cruz-Buendia likewise cannot avoid liability by hiding behind the mantle of "performance of a ministerial duty." She cannot merely say that she found the supporting papers for the release of the funds to be in order. Like Cachero, she knew or should have known that the funds were under the custody of Judge Carandang of the RTC, Branch 12, Manila, who, as early as February 7, 2000, issued an order^[38] directing the Clerk of Court, RTC, Manila, to refer to the court all payments from lessees of the defendants in Civil Case No. 99-95993 to the court, for its proper control. If as she said, her 15 years of service in the judiciary have been marked by competence on her part,^[39] we wonder why she did not check the background of the documents presented to her, especially in light of Judge Carandang's order and the big amounts involved.

Dela Cruz-Buendia simply overlooked the need for her to carefully examine the papers brought to her by Cachero. She should have exercised prudence before taking action on the papers. Funds in custodia legis pass through her office en route to safekeeping (in depository banks) and for purpose of release. We, thus, find her liable for neglect in the performance of her duties. Under the Rules, simple neglect of duty is a less grave offense penalized with suspension for one month and one day to six months for the first offense, and dismissal for the second.^[40] Suspension in the middle of the range - or three months - likewise appears to be in order for dela Cruz-Buendia.

For the foregoing reasons, the charges of usurpation of authority, malversation of public funds, causing undue

injury to the government, disclosing or using confidential information and falsification of public records against Cachero and dela Cruz-Buendia are dismissed for lack of evidence.

In conclusion, we reiterate the rule that the conduct of every employee of the judiciary must be at all times characterized with propriety and decorum and, above all else, it must be above and beyond suspicion.[41] This must be the benchmark by which all personnel in the courts should be measured 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 last and lowest of its personnel." [42]

WHEREFORE, premises considered, Deputy Sheriff Carmelo V. Cachero is found GUILTY OF INEFFICIENCY AND INCOMPETENCE IN THE PERFORMANCE OF OFFICIAL DUTIES, and is SUSPENDED for nine (9) months without pay. Clerk of Court Jennifer H. dela Cruz-Buendia is declared GUILTY OF SIMPLE NEGLECT OF DUTY and is SUSPENDED for three (3) months without pay.

Both of them are STERNLY WARNED against the commission of a similar offense.

The other charges against Cachero and dela Cruz-Buendia are DISMISSED for lack of evidence.

SO ORDERED.

Carpio Morales, (Chairperson), Bersamin, Villarama, Jr., and Sereno, JJ., concur.

[1] Rollo, pp. 1-12.

[2] Now a retired Associate Justice of the Court of Appeals.

[3] Supra note 1, at 1-2.

[4] Rollo, pp. 370-375.

[5] Id. at 54-56; Complaint, Annex "B."

[6] Id. at 183; Complaint, Annex "H."

[7] Id. at 192; Complaint, Annex "M."

[8] Id. at 196; Complaint, Annex "N."

[9] Id. at 197; Complaint, Annex "O."

[10] Id. at 198; Complaint, Annex "P."

[11] Id. at 200; Complaint, Annex "Q."

[12] Id. at 201; Complaint, Annex "R."

[13] Id. at 202; Complaint, Annex "S."

[14] Id. at 203; Complaint, Annex "T."

[15] Id. at 204; Complaint, Annex "U."

[16] Id. at 205; Complaint, Annex "V."

[17] Id. at 225; Complaint, Annex "Y."

[18] Id. at 232-238.

[19] Id. at 206-210; Complaint, Annex "W."

[20] Id. at 273-283.

[21] Id. at 297-300.

[22] Id. at 370-375.

[23] Id. at 376.

[24] Id. at 378-379.

[25] Id. at 383-384.

[26] Id. at 385.

[27] Id. at 395-400.

[28] Supra note 23.

[29] Ibid.

[30] Rollo, p. 301.

[31] Id. at 304.

[32] Id. at 305.

[33] No. L-66321, October 31, 1984, 133 SCRA 141, citing Manila Herald Publishing Co. Inc. v. Ramos, 88 Phil. 84 (1951).

[34] Supra note 31.

[35] Supra note 30.

[36] Ibid.

[37] REVISED UNIFORM RULES ON ADMINISTRATIVE CASES IN THE CIVIL SERVICE, RULE IV, Section 52, B(2).

[38] Supra note 31.

[39] Rollo, p. 275; Dela Cruz-Buendia's Comment, p. 3, par. 2.

[40] Supra note 37; Rule IV, Section 52 B (1).

[41] Bilog-Rivera v. Flora, A.M. No. P-94-1008, July 16, 1995, 245 SCRA 603.

[42] Sy v. Cruz, A.M. No. P-95-1163, December 6, 1995, 250 SCRA 639.

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