

JOSEPHINE LUCIO MANALO, COMPLAINANT, VS. HON. CLARITO DEMAALA, RESPONDENT.

Adm. Mat. No. 1906-MJ. May 13, 1981

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DE CASTRO, J.:[*]

This is an administrative case against above-named respondent with respect to which the Court Administrator submitted a memorandum dated 8 January 1981, from which the following is quoted:

"Municipal Judge Clarito Demaala of Aborlan, Palawan is charged by Josephine Lucio-Manalo for alleged failure to pay a contractual obligation amounting to P10,000.00.

"Complainant alleged that in December 1972 she sold a Toyota Mini bus to respondent for P12,000.00. They agreed that Judge Demaala will make a downpayment of P2,000.00 followed by ten (10) equal monthly installments of P1,000.00 beginning April 30, 1973. After respondent paid the P2,000.00 downpayment, he did not pay a single centavo more despite repeated demands. Later, she learned that Judge Demaala sold the same vehicle to "On the other hand, respondent explained that he bought the vehicle from complainant for and in the name of his daughter Eden Demaala. He admitted the terms and conditions of the sale as alleged by complainant. Respondent, however, claimed that because the piston rings of the vehicle were defective and the replacements sent by complainant were oversized, the vehicle's operation as a public transportation had to be stopped and subsequently, respondent's friend Leopoldo Socrates, who was also operating a transportation business, put the vehicle back in running condition, operated it and assumed the obligation of paying Mrs. Manalo the P10,000.00 through her brother Andres Lucio.

"Executive Judge Eufrocinio S. dela Merced of the Court of First Instance of Palawan, to whom this case was referred to for investigation, reported:

'From the evidence presented and adduced during the investigation, fact of sale of the Toyota Mini Bus was not disputed even the price agreed upon and the manner of payments of the balance after the advance payment was made by the respondent to the complainant was admitted by the respondent Judge Demaala. However, he alleged that there was a verbal conversation condition agreed upon by them that he will duly pay the installment payments if (he said Toyota Mini Bus was in good running condition. But this agreement was denied by the complainant and besides, the respondent who was a knowledgeable person in law, failed to place the condition into writing. The allegation (that he spent another Two Thousand (P2,000.00) Pesos for the Toyota vehicle after he bought and possessed it, has no legal basis for under the law on sale of personal property, the defect is at the buyer's risk (Article 1561 of the New Civil Code) considering that the defects pointed out were visible at the time of the sale. Evidence for the respondent presented have shown that the vehicle was used and after repair of the body and repainted, the Toyota was used for a year although not continuous (affidavit of Leopoldo Socrates) as it also suffered troubles in the engine.

'Preponderantly, the complaint of Florante L. Manalo and his wife Josephine Lucio Manalo against Judge Clarito A. Demaala has been clearly, established both by documentary and oral testimony. There is really a good cause of action against the respondent Judge. But considering the counter-claim of the respondent regarding the verbal conversation condition on the condition of the vehicle after the sale.

the prayer of the respondent that the complainant brings this suit to the Court so he can ventilate his claim, is also meritorious. For, in this case, he believes that his money claim cannot be given due course.'

and recommended that respondent be "admonished to morally attend to his obligations for it is a just one where he profited also. A Judge must not consider himself above any ordinary citizen in the payment of a just and moral obligation."

Presidential Decree No. 807, entitled "Providing for the Reorganization of the Civil Service Commission in Accordance with the Provisions of the Constitution, Prescribing its Powers and Functions and for Other Purpose," and otherwise known as the Civil Service Decree, provides in Section 36 (b) thereof:

"Sec. 36. Discipline: General Provisions.— (a) No officer or employee in the Civil Service shall be suspended or dismissed except for cause as provided by law and after due process.

(b) The following shall be grounds for disciplinary action:

(22) Willful failure to pay just debts or willful failure to pay taxes due to the government."

With respondent's admission of the existence and justness of his indebtedness and willful failure to pay the same, disciplinary administrative action is warranted.[1] Respondent's alleged "counter-claim" and explanation may not be considered satisfactory, considering that the aforesaid indebtedness has up to this time been unsettled after a period of over eight (8) years since December 1972, the date when the agreement of sale was entered into.

Neither does it appear that the respondent has taken steps to settle his indebtedness in accordance with the agreement of sale he entered into, in spite of his affidavit of 16 January 1973,[2] acknowledging his indebtedness to complainant "in the amount of TEN THOUSAND PESOS (P10,000.00), Philippine currency" and binding himself to pay the complainant in "the amount of not less than ONE THOUSAND PESOS every end of the month" effective 30 April 1973 until the above-mentioned amount of Ten Thousand Pesos will be fully paid, even up to as late as the filing of this complaint on 5 November 1977. The fact of the non-filing of a civil case for collection against the respondent is no bar to this administrative proceeding, the thrust of which is directed at respondent's actuations as unbecoming of a public official, specially of a member of the bench, for the Court action does not exculpate the respondent from administrative liability.[3]

It cannot be overemphasized that respondent's willful failure to pay his just debt is unbecoming of a public official and is a ground for disciplinary action against him, including suspension from the service.[4] It may not be amiss to state that respondent, like any other member of the Judiciary, is "expected to be a model of uprightness, fairness and honesty not only in all his official conduct but also in his personal actuations, including business and commercial transactions "[5] and avoid any act or conduct that would be a bane to, and an emasculation of, the public trust and confidence reposed on the Judiciary.

WHEREFORE, respondent Judge Clarito Demaala is hereby suspended from office for a period of three (3) months without pay, and is directed to pay the complainant, Josephine Lucio Manalo, the amount of ONE THOUSAND (P1 ,000) PESOS every month until the entire balance of TEN THOUSAND (P10,000) PESOS is fully paid. Respondent is further enjoined to pay his just debts when they become due.

SO ORDERED.

Teehankee (Chairman), Makasiar, Fernandez, Guerrero and Melencio-Herrera, JJ., concur.

[*] Designated to sit with ilic First Division under Special Order No. 225.

[1] cf. *Flores v. Tatad*, 31 March 1980, 96 SCRA 676.

[2] page 7, rollo.

[3] *Flores v. Tatad*, *supra*.

[4] *Garciano v. Oyao*, Adm. Matter No. P-208, 27 January 1981.

[5] *Rural Bank of Barotac Nuevo, Inc. v. Cartagena*, 84 SCRA 128.

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