

EN BANC

[A.M. NO. P-02-1608, January 13, 2005]

CYNTHIA N. EUFEMIO, COMPLAINANT, VS. ANTONIO F. MADAMBA, RESPONDENT.

DECISION

PER CURIAM:

In a letter dated January 11, 2001, addressed to Judge Amor A. Reyes, Cynthia N. Eufemio charged Antonio Madamba, Legal Researcher of the Regional Trial Court (RTC) of Manila (Branch 20), with bribery and extortion. The letter was accompanied by an affidavit setting out the basic facts supporting the charge.

Upon receipt thereof, Judge Reyes required Madamba to explain why no criminal or disciplinary action should be taken against the latter under the provisions of the Revised Penal Code and/or the Civil Service Rules and Regulations. In response, Madamba submitted a letter dated January 15, 2001, together with an "Affidavit-Answer" denying the charges.

Thereafter, Judge Reyes forwarded the Complaint and answer to the Office of the Court Administrator (OCA). On May 6, 2002, the OCA recommended that the matter be docketed as a regular administrative complaint and that it be referred to the Executive Judge, RTC, Manila, for investigation.

On July 10, 2002, the Court referred the case to the Executive Judge of the Regional Trial Court, Manila, pursuant to the Court Administrator's recommendation.^[1] On December 5, 2002, Executive Judge Enrico A. Lanzanas made his report and recommendation.

The case was then referred back to the OCA for evaluation, report and recommendation.

The facts were summarized by Executive Judge Enrico A. Lanzanas as follows:

"From the testimony of the complainant and respondent and from the evidences that they submitted, it appears that the respondent during all the time pertinent to the matter under consideration was the Legal Researcher and OIC of Branch 20, RTC, Manila; while the complainant Cynthia Eufemio was a party to an Ejectment case "Civil Case No. 00-98099" pending on appeal before Branch 20, RTC, Manila. On October 11, 2000, complainant went to Branch 20, RTC, Manila to comply with her obligation to deposit her lease rentals in connection with her appealed case entitled "Cristina Estrera, et al., v. Cynthia N. Eufemio. She met respondent Madamba who was the O.I.C. of Branch 20 at that time, and in the course of their conversation complainant handed to

respondent Madamba the amount of P8,000.00 for which respondent Madamba issued a receipt "Exhibit "A-3". Again, on November 17, 2000, complainant again went to RTC, Manila to deposit her rental deposit of P10,000.00. Once again, the amount of P10,000.00 which was supposed to be the rental deposit by the complainant fell into the hands of respondent Madamba. Again Madamba issued a handwritten receipt for said amount "Exhibit "A-4". The handwritten receipts were acknowledged by the respondent stressing out however that he received the amounts for safe keeping only. He denied having received any amount except the P18,000.00 covered by the two (2) aforementioned receipts. Explaining his reason for receiving the P18,000.00 from the complainant, Madamba insisted that it was the complainant who forced him to receive the said amounts for safe keeping only and that the same had nothing to do with the case then pending before the branch wherein he was the OIC. He further explained that at that time, the complainant was in a hurry that is why he was forced to receive the P18,000.00 from her. Finally, he said, that anyhow he has already returned the sum to the complainant. He also stressed that the complainant admitted that the money was entrusted to the respondent for safekeeping and not to bribe the respondent.

From the evidence received by the Court, it is clear that respondent Madamba received at least the amount of P18,000.00 from complainant Eufemio. The receipt issued dated October 11, 2000, clearly showed that the P10,000.00 received by the respondent from the complainant was for safe keeping intended for the rental of the house located at 126 Paz Street, Paco, Manila, in Civil Case No. 00-98099; the receipt dated November 17, 2000 specified that it was received for safe keeping as rental deposit in the same case. Clearly, therefore, respondent was not telling the truth when he insisted that the P18,000.00 had nothing to do with the case pending before the Court where he was the OIC.

It is also clear, that respondent has no authority much less any business receiving money intended as rental deposit. He should have referred the complainant to the Clerk of Court which office has the authority to receive rental deposits. In fact, he did not even remember when he returned the money to the complainant and that there was no agreement between him and the complainant as to when the P18,000.00 was to be returned to Cynthia Eufemio.

The Court is also convinced that respondent received not only P18,000.00, but also the additional sums of P2,500.00 at an eatery at Paco, Manila; another P2,500.00 at the residence of the complainant and P3,000.00 at SM Manila the last amount on the very day that the counsel for the complainant received a copy of the decision which was unfavorable to the complainant. The mere assertion of the respondent that the amounts received by him were not bribe for him to work for a favorable decision in favor of complainant cannot prevail against the clear testimony of the complainant and the receipts issued by the respondent. The fact that the respondent received the sums of money from the complainant not at the respondent's office at City Hall, Manila, but in different places such as an eatery in Paco, Manila, the residence of the