

SECOND DIVISION

[A.M. No. P-16-3616 [Formerly OCA I.P.I. No. 15-4457-P], June 21, 2017]

ATTY. PROSENCIO D. JASO, COMPLAINANT, VS. GLORIA L. LONDRES, COURT STENOGRAPHER III, REGIONAL TRIAL COURT, BRANCH 258, PARAÑAQUE CITY, RESPONDENT.

DECISION

MENDOZA, J.:

Before the Court is an Affidavit-Complaint,^[1] dated July 13, 2015, filed by Atty. Prosenicio D. Jaso (*Atty. Jaso*), against Gloria L. Londres (*Londres*), Court Stenographer III, Regional Trial Court, Branch 258, Parañaque City (*RTC*), for dishonesty and conduct unbecoming of a court personnel.

In his affidavit-complaint, Atty. Jaso alleged as follows:

x x x x

B] Complainant personally knows the respondent for several years being a resident of Parañaque City and a practicing lawyer. That on the time material to this case, I have a pending case before Branch 258, RTC, Parañaque City;

C] Sometime in November 2013, respondent approached and conveyed to me [outside of the court room of Branch 258] that she has just bought a brand new Isuzu vehicle and she needs the amount of One Hundred Thousand (Php100,000.00) Pesos relative to her Application for Issuance of a Certificate of Public Convenience with the LTFRB. She promised to pay me on March 30, 2014.

D] I conveyed to her that I will talk first to my wife if we have available money. Respondent made a series of calls to follow up and in the process, I asked her to come to our office in Makati City.

E] On November 27, 2013, respondent came to my office and I handed to her the amount of One Hundred Thousand (Php100,000.00) Pesos. Respondent executed a Promissory Note and issued BPI Check No. 0009119 postdated March 30, 2014. Copy of the Promissory Note and BPI Check No. 0009119 are hereto attached, marked as Annexes "A" and "B";

F] Before the check's due date, respondent called me not to deposit the same because her funds with the Bank is insufficient to cover the amount and that she will just pay me in cash. Due to her pleas, I did not deposit

the check;

G] Months had elapsed and turned into years, respondent miserably failed to pay her obligation despite formal and written demands. A copy of the demand letter is hereto attached as Annex "C";

3. Respondent made several promises to pay, but up to this point in time, she failed to comply despite repeated personal demands. Respondent continued to refuse to pay a just debt.^[2]

In her Comment-Affidavit,^[3] Londres admitted borrowing money from Atty. Jaso but denied using her position as court stenographer in order to obtain the loan. She further denied failing to pay her obligation and submitted copies of the deposit slips to prove that she was actually paying her obligation. She averred that after obtaining the loan, she immediately paid P3,000.00 as part of the stipulated interest and that she had always dealt with Atty. Jaso with utmost candor and had always been honest with him about the reasons for her failure to pay her debt. According to Londres, her financial trouble was caused by the sickness of her sister-in-law, who was diagnosed with lung cancer and eventually died, and that of her father who also got sick and died on December 22, 2014.

In its Report,^[4] dated September 9, 2016, the Office of the Court Administrator (OCA) found Londres guilty of violating Section 46, Rule 10 of the Revised Rules of Administrative Cases in the Civil Service which prohibits an employee from contracting loans of money or other property from persons with whom the office of the employee has business relations and Section 1, Canon 1 of the Code of Conduct for Court Personnel which prohibits court personnel from using his/her official position to secure unwarranted benefits, privileges or exemptions for themselves or others. Thus, the OCA recommended that the administrative complaint be re-docketed as a regular administrative matter and that Londres be suspended for a period of six (6) months.

The Court agrees with the OCA that Londres should be held administratively liable for her failure to pay her debts in full.

Willful failure to pay just debts is administratively punishable and a ground for disciplinary action.^[5]

There is no dispute that Londres borrowed money in the amount of P100,000.00 from Atty. Jaso, a private practitioner appearing before the RTC. To evidence said loan, Londres executed a Promissory Note,^[6] dated November 27, 2013, wherein she promised to pay the full amount on or before March 30, 2014. She even issued a postdated check^[7] of the same amount, dated March 30, 2014. When the check became due, however, she asked Atty. Jaso not to deposit it because her funds were insufficient.

Londres did not deny that she had an unpaid debt to Atty. Jaso, but she insisted that she did not renege on her obligation to pay. Nonetheless, she failed to substantiate her claim. The photocopies of the three (3) deposit slips,^[8] dated January 15, 2014, March 14, 2014 and May 9, 2014, amounting to P3,000.00 each, which she deposited under the account of Atty. Jaso and Eden G. Jaso, were short of what she