

## **FIRST DIVISION**

**[ A.M. No. RTJ-14-2394 (Formerly OCA IPI No. 12-3847-RTJ), September 01, 2014 ]**

**GEORGE T. CHUA, COMPLAINANT, VS. JUDGE FORTUNITO L. MADRONA, RESPONDENT.**

### **D E C I S I O N**

**BERSAMIN, J.:**

A trial judge is not accountable for performing his judicial functions and office because such performance is a matter of public duty and responsibility. Indeed, the judge's office and duty to render and administer justice, being functions of sovereignty, should not be simply taken for granted. No administrative charge for manifest partiality, gross misconduct, and gross ignorance of the law should be brought against him for the orders issued in the due course of judicial proceedings.

#### **Antecedents**

On January 26, 1994, Manila Bay Development Corporation (MBDC) leased for a period of 20 years about 10 hectares of reclaimed land along Roxas Boulevard in Parañaque City to Jimmy Gow. A year later, Gow, who was the president of Uniwide Holdings, Inc. (Uniwide), assigned the lease to Uniwide. MBDC and Uniwide then entered into a supplemental agreement over the lease in 1996.<sup>[1]</sup>

On February 17, 2011, Uniwide filed an action for reformation of contract against MBDC in the Regional Trial Court (RTC) in Parañaque City.<sup>[2]</sup> The complaint, docketed as Civil Case No. 11-0060, and was raffled to Branch 274 under respondent Presiding Judge Fortunito L. Madrona, essentially alleged that MBDC had reneged on its promise to develop the area into a commercial and business center; that the construction of what later came to be known as Macapagal Avenue had cut through the leased area, greatly affecting Uniwide's construction plans; and that subsequent changes in circumstances had gone beyond the contemplation of the parties at the time they entered into the lease contract.<sup>[3]</sup>

Summons and a copy of the complaint were served upon MBDC on March 23, 2011. On the last day for the filing of its responsive pleading, MBDC moved for the dismissal of the complaint instead of filing its answer, claiming prescription and failure to state a cause of action.<sup>[4]</sup> MBDC also stated in its motion that the action for reformation was merely a ploy by Uniwide to forestall the ejectment case against it.

The RTC denied the motion to dismiss through its order dated August 1, 2011.<sup>[5]</sup> MBDC received a copy of the order on September 26, 2011, and filed its motion for reconsideration 11 days thereafter. Judge Madrona then directed Uniwide and MBDC

to file their comment and reply, respectively, after which the motion for reconsideration would be deemed submitted for resolution.

Before MBDC could file its reply, Uniwide filed a motion to declare MBDC in default.

On December 23, 2011, Judge Madrona issued another order resolving the two pending motions,<sup>[6]</sup> declaring MBDC in default, and declaring its motion for reconsideration moot.

Aggrieved, complainant George T. Chua, as the president of MBDC, filed a complaint-affidavit dated February 13, 2012 to charge Judge Madrona with manifest partiality, gross misconduct, and gross ignorance of the law.<sup>[7]</sup>

The Court referred the administrative case to the Court of Appeals (CA) for investigation and recommendation.<sup>[8]</sup> The CA raffled the administrative case to Associate Justice Noel G. Tijam.<sup>[9]</sup>

In due course, Justice Tijam submitted his Report and Recommendation to the Court.<sup>[10]</sup>

### **Allegations in Support of the Complaint**

The complainant asserted that the December 23, 2011 order declaring MBDC in default, and rendering the motion for reconsideration moot showed Judge Madrona's manifest partiality in favor of Uniwide; that the motion for reconsideration should have first been resolved; that the motion to declare MBDC in default had not yet been deemed submitted for resolution, for, in fact, Uniwide submitted its reply to MBDC's comment/opposition to the motion only after the issuance of the December 23, 2011 order; that by failing to resolve the substantial issues raised in the motion for reconsideration, MBDC had been deprived of its right to participate in the proceedings; and that MBDC had actively participated in the proceedings in the RTC, and did not deserve to be declared in default.<sup>[11]</sup>

On the allegation of gross misconduct, the complainant averred that Judge Madrona's refusal to dismiss the complaint, which on its face had no basis and had already prescribed, made him unfit for his position as judge; that the action was filed only in 2011, although the contract sought to be reformed had been executed in 1994, while the supplemental agreement had been entered into in 1996; and that in declaring that Uniwide's cause of action had arisen only in 2005 and thus denying the motion to dismiss, Judge Madrona acted arbitrarily and without basis.<sup>[12]</sup>

With regard to the allegation of gross ignorance of the law, the complainant alleged that as a judge, Judge Madrona was expected to know the pertinent law and procedural rules, and to apply them properly and in good faith; that his stubborn refusal to reconsider the default declaration despite having been fronted with jurisprudence, citing *Diaz v. Diaz*,<sup>[13]</sup> that the reglementary period within which to file an answer to a complaint should be counted from a party's receipt of the order denying a motion for reconsideration; and that MBDC should not have been declared in default without an earlier resolution of the motion for reconsideration.<sup>[14]</sup>

Finally, complainant accused Judge Madrona of tampering with the minutes of the November 18, 2011 hearing, alleging that during the hearing, MBDC was given 15 days to comment on Uniwide's motion to declare defendant in default, which was reflected in the minutes of the RTC and confirmed by Sofronio Rojo, the court interpreter, but that the minutes were later made out to give only 10 days to MBDC. [15]

### **Judge Madrona's Defenses**

Judge Madrona justified his order declaring MBDC in default by reasoning that when MBDC's motion to dismiss was denied by the August 1, 2011 order, it only had the balance of the period to file an answer, but not less than five days, as allowed by Section 4, Rule 16 of the Rules of Court, [16] which specifically provided the period to file the answer should the motion to dismiss be denied; that he interpreted the rule as referring to any order denying a motion to dismiss, even if said order had not yet become final or executory; that because the motion to dismiss was filed on the last day to file the answer, MBDC only had five days from the receipt of the August 1, 2011 order within which to file its answer, that is, until October 1, 2011; and that MBDC filed its motion for reconsideration beyond the period allowed to file an answer. [17]

On resolving the motion to declare defendant in default without first ruling on MBDC's motion for reconsideration, Judge Madrona insisted that MBDC had filed its comment/opposition, and the period for Uniwide to file its reply had lapsed without having filed a request for additional time; that the motion could then be considered submitted for resolution; and that on the propriety of the actual order of default, he indicated that MBDC had filed a motion to set aside said order and to admit attached answer, which was still pending judicial action. [18]

As to the allegation that he had tampered with the minutes of the November 18, 2011 hearing, Judge Madrona pointed out that he had thereby merely corrected the minutes; that he explained that the practice in his courtroom had been to allow the court interpreter to prepare the minutes before hearings started; that the interpreter then asked the parties if they had reached any consensual agreements and noted the agreements down; that the minutes were usually signed before the hearing, and the interpreter relayed its contents to him (Judge Madrona) who then confirmed the contents in his corresponding orders; that on November 18, 2011, the date of the hearing of Uniwide's motion to declare MBDC in default, the parties agreed to file their comment and reply within 15 days respectively; that with regard to the comment and reply, he usually granted the parties only 10 days to file them; that unfortunately, the counsels for the parties had already left the courtroom before being heard; that when he dictated his order for the hearing, he changed the period to file the comment and reply from 15 days to 10 days for both parties; and that he did so in the exercise of the court's inherent power to amend and control its process and orders in order to make them conformable to law and justice, pursuant to Section 5 (g), Rule 135 of the *Rules of Court*. [19]

### **Report and Recommendation of Justice Tijam**

In his Report and Recommendation, [20] Justice Tijam rendered the following findings

and conclusions, to wit:

In administrative proceedings, the complainant has the burden of proving the allegations in the complaint with substantial evidence, i.e., that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion. We are reminded that administrative charges against judges have been viewed with utmost care, as the respondent stands to face the penalty of dismissal or disbarment. The proceedings of this character are highly penal in nature and are to be governed by the rules or law applicable to criminal cases. The charges in such case must, therefore, be proven beyond reasonable doubt.

***As to the first issue, the Investigator finds Judge Madrona not administratively liable as the allegations of the complaint are matters pertaining to the exercise of his adjudicative function.***

It is undisputed that MBDC received the summons on March 23, 2011, and the latter was required to file an Answer until April 7, 2011. However, instead of filing an Answer to the complaint, it filed a motion to dismiss on April 7, 2011. In the RTC's Order, dated August 1, 2011, it denied MBDC's motion to dismiss, which order was received by the latter on September 26, 2011. Instead of filing an answer, MBDC filed a motion for reconsideration of the Order denying its motion to dismiss on October 7, 2011. Consequently, Judge Madrona directed Uniwide to file a Comment thereto and thereafter, MBDC filed its reply.

Pending compliance by the parties with Judge Madrona's directive, Uniwide filed a *Motion to Declare Defendant in Default* and an *Opposition/Comment* thereto was filed by MBDC. On December 23, 2011, without resolving MBDC's motion for reconsideration, Judge Madrona issued this assailed Order, which reads:

In view of the foregoing, it is the considered opinion of the Court that **the defendant failed to file the requisite responsive pleading, Answer, within the reglementary period prescribed under Section 4, Rule 16 of the 1997 Rules of Civil Procedure, as amended. Having thus failed, the motion of plaintiff thus is with merit, the defendant is therefore hereby declared in default.**

Let then the Clerk of Court receive the evidence ex-parte for the plaintiff and let the proper report/recommendation be submitted within 30 days after completion of the reception of evidence aforesaid on the basis of which the Court shall proceed to render judgment accordingly. The defendant in default, though, shall still be entitled to notice of subsequent proceedings but not to take part in the trial.

With the motion of plaintiff being granted and the defendant declared in default, **action on the motion for**

**reconsideration of defendant is thus rendered mooted.**

SO ORDERED.

After a careful review of the foregoing factual circumstances and the documentary evidence presented, the Investigator finds that Judge Madrona erred in declaring MBDC's motion for reconsideration of the order denying motion to dismiss as mooted and in declaring MBDC in default in his assailed Order dated December 23, 2011.

At the outset, MBDC cannot be legally declared in default as it still has a pending motion for reconsideration of the order denying its motion to dismiss. Judge Madrona erred in resolving simultaneously the MBDC's motion for reconsideration and Uniwide's motion to declare defendant in default. With the filing of MBDC's motion for reconsideration, the running of the prescriptive period to file an Answer was interrupted, thus, the counting of the period shall only begin to run upon MBDC's receipt of the Order denying the motion for reconsideration of the RTC's Order dated August 1, 2011.

The case of *Narciso vs. Garcia*, is instructive thus:

As a consequence of the motion to dismiss that defendant Narciso filed, the running of the period during which the rules required her to file her answer was deemed suspended. When the trial court denied her motion to dismiss, therefore, she had the balance of her period for filing an answer under Section 4, Rule 16 within which to file the same but in no case less than five days, computed from her receipt of the notice of denial of her motion to dismiss. Thus:

SEC. 4. Time to plead. – If the motion is denied, the movant shall file his answer within the balance of the period prescribed by Rule 11 to which he was entitled at the time of serving his motion, but not less than five (5) days in any event, computed from his receipt of the notice of the denial. If the pleading is ordered to be amended, he shall file his answer within the period prescribed by Rule 11 counted from service of the amended pleading, unless the court provides a longer period.

But apart from opposing defendant's motion to dismiss, plaintiff Garcia asked the trial court to declare Narciso in default for not filing an answer, altogether disregarding the suspension of the running of the period for filing such an answer during the pendency of the motion to dismiss that she filed in the case. Consequently, when the trial court granted Garcia's prayer and simultaneously denied Narciso's motion to dismiss and declared her in default, it committed serious