

## EN BANC

[ **A.M. No. P-14-3237 [Formerly OCA IPI No. 09-3256-P], October 21, 2014** ]

**JEAN PAUL V. GILLERA, SUZETTE P. GILLERA, ATTY. JILLINA M. GERODIAS, AND IBARRA BARCEBAL, COMPLAINANTS, VS. MARIA CONSUELO JOIE A. LEONEN, AND FAJARDO, SHERIFF IV, REGIONAL TRIAL COURT, BRANCH 93, SAN PEDRO, LAGUNA RESPONDENT.**

### RESOLUTION

#### PER CURIAM:

An administrative complaint<sup>[1]</sup> was filed before the Office of the Court Administrator against Maria Consuelo Joie A. Fajardo, the Court Sheriff of Regional Trial Court, Branch 93, San Pedro, Laguna. Complainants alleged that respondent committed conduct unbecoming a court officer by her (a) non-payment of house rental fees; (b) issuance of bouncing checks; (c) falsification of a deed of absolute sale and Official Receipt No. 8010; (d) harassment; and (e) ill-gotten wealth.<sup>[2]</sup>

On July 6, 2011, this court resolved to refer the complaint to the Executive Judge of the Regional Trial Court in San Pedro, Laguna, for "investigation, report and recommendation."<sup>[3]</sup> The report<sup>[4]</sup> summarized the facts as follows.

Complainants Spouses Jean Paul and Suzette Gillera (Spouses Gillera) alleged that they were the former owners of a house and lot in Binan, Laguna. On September 15, 2007 when they still owned the house and lot, they leased it to respondent Maria Consuelo Joie A. Fajardo (Fajardo) for P14,000.00 per month.<sup>[5]</sup>

Fajardo issued three (3) post-dated checks for the November 2007, December 2007, and January 2008 rentals. The bank, Banco de Oro (BDO), dishonored the first two checks for being drawn against a closed account. Fajardo ignored demands to replace the checks and failed to pay the rentals.<sup>[6]</sup>

Meanwhile, the Spouses Gillera incurred debts to MMG Construction and Development Corporation (MMG), a family corporation owned by complainant Atty. Jillina M. Gerodias. The Spouses Gillera were then leasing MMG's warehouse in San Pedro, Laguna.<sup>[7]</sup>

In order to pay their debts, the Spouses Gillera designated Hercules Financing Corporation (HFC), another Gerodias-owned company, to sell their house and lot occupied by Fajardo and apply the proceeds to their debt with MMG. The Spouses Gillera signed a blank deed of absolute sale that HFC could complete upon consummation of the sale.<sup>[8]</sup>

Fajardo offered to buy the house and lot from HFC on the condition that the mortgage with BDO over the house and lot should first be discharged. HFC paid the Spouses Gillera's loan with BDO to release the mortgage.<sup>[9]</sup>

In February 2009, Fajardo and HFC agreed on the sale of the house and lot for P3.1 million with F350,000.00 as earnest money and the balance to be paid after one (1) month. HFC gave Fajardo a photocopy of the blank deed of absolute sale signed by the Spouses Gillera as proof of its authority to sell the house and lot.<sup>[10]</sup>

Fajardo failed to pay the balance when it fell due on March 27, 2009. After seeking extensions, she issued HFC three (3) post-dated checks for P35,000.00, P77,000.00 and P2,750,000.00.<sup>[11]</sup>

The checks bounced. The check for P35,000.00 was replaced, but the other two remained unpaid despite demand. HFC gave Fajardo until August 31, 2009 to pay the balance plus 1% per month interest and other fees; otherwise, HFC would sell the property to another.<sup>[12]</sup>

On September 1, 2009, HFC employee Victor Romero called Fajardo to collect payment. ' It was then that Fajardo claimed having paid the entire balance of P2,774,478.67 in cash on August 29, 2009 to complainant Ibarra Barcebal, HFC's general manager. Fajardo claimed that she was issued Official Receipt No. 8010 and given the deed of absolute sale signed by the Spouses Gillera as sellers and Fajardo's mother as buyer.<sup>[13]</sup>

Fajardo continued to occupy the property without paying rent, prompting the Spouses Gillera to file for unlawful detainer in September 2009. The Municipal Trial Court, affirmed by the Regional Trial Court, ordered Fajardo's eviction and payment of rentals in arrears from November 2007 that had accumulated to P322,000.00. Fajardo was evicted on September 21, 2011, but the rentals in arrears remain unpaid.<sup>[14]</sup>

The Spouses Gillera also filed charges against Fajardo for two counts of violation of Batas Pambansa Big. 22, and this administrative complaint praying for Fajardo's dismissal from the service.<sup>[15]</sup>

This administrative complaint also includes allegations of harassment and ill-gotten wealth against respondent. Complainants question respondent's capacity to purchase a P3.1 million property in cash and a Ford 150 truck with her salary as Sheriff IV. They also claim receiving threats in their homes from unidentified men in the middle of the night, as well as bomb threats to their office from unknown mobile numbers.<sup>[16]</sup>

In her defense, respondent admitted to closing her bank account so that complainants Spouses Gillera would not be able to encash the two checks. Respondent explained that complainants Spouses Gillera refused to offset her expenses for repairs and improvements on the leased property with rentals due despite .having such an agreement with complainants Spouses Gillera.<sup>[17]</sup>

Respondent also admitted that she stopped paying rentals by November'2007. She

claimed having a verbal agreement with complainant Suzette Gillera who allegedly agreed to write off rentals if respondent buys the house and lot.<sup>[18]</sup>

Respondent then claimed that her mother — deriving income from pensions from the Government Service Insurance System, Social Security System, Philippine/US Veterans Organization, and the Australian government — bought the house and lot on August 29, 2009. Respondent allegedly paid complainant and HFC's general manager Ibarra Barcebal the P2,774,478.67 balance in cash when complainant Ibarra Barcebal came to the leased house on said date.<sup>[19]</sup>

Respondent explained that payment was made in P1,000.00 denominations, "placed in a large *sando* bag about the size of the Supreme Court issued courtroom calendar (24x36 inches)."<sup>[20]</sup> Respondent mentioned that she did not know how her mother accumulated the money, if her mother withdrew the money from the bank, or if the money was just kept in the house.<sup>[21]</sup>

According to respondent, complainant Ibarra Barcebal issued Official Receipt No. 8010 and the deed of absolute sale after receiving the cash, payment. Respondent failed to produce the original copy of the deed of absolute sale and the owner's duplicate copy of the property's title.<sup>[22]</sup>

In the report and recommendation<sup>[23]</sup> of Executive Judge Sonia T. Yu-Casano dated December 17, 2012, she recommended that "[t]he complaint for harassment and ill-gotten wealth be DISMISSED for paucity of evidence[,] [r]espondent be held administratively liable for violation of the bouncing checks law, for falsification and for gross dishonesty[,] [and] respondent be DISMISSED from the service with forfeiture of retirement benefits except accrued leave credits, and perpetual disqualification for reemployment in the government service."<sup>[24]</sup>

On March 11, 2013, this court resolved to refer the "report and recommendation to the Office of the Court Administrator for evaluation, report and recommendation."<sup>[25]</sup>

The Office of the Court Administrator agreed with the findings and recommendations of Executive Judge Sonia T. Yu-Casano,<sup>[26]</sup> and recommended that respondent "be found GUILTY of dishonesty and conduct unbecoming an officer of the court and be ordered DISMISSED from the service with forfeiture of retirement benefits except accrued leave credits, and perpetual disqualification for re-employment in the government service, including government-owned and controlled corporation."<sup>[27]</sup>

This court adopts the factual findings and recommendations of the Office of the Court Administrator.

Sheriffs, our front-line representatives,<sup>[28]</sup> play a crucial role in our justice system, having the important task of executing our courts' final judgments.<sup>[29]</sup> Sheriffs must conduct themselves with integrity at all times as "once he[/she] loses the people's trust, he[/she] diminishes the people's faith in the judiciary."<sup>[30]</sup> Respondent's acts failed to meet the high standards of conduct expected from the position held.

Respondent only paid one (1) monthly rental during the entire three (3) years she occupied the house and lot.<sup>[31]</sup> She anchored her non-payment on an alleged agreement with complainant, Suzette Gillera, that rental arrears would be written off if respondent buys the house and lot, and her contention that her mother did buy the house and lot.

Both Executive Judge Sonia T. Yu-Casano and the Office of the Court Administrator found that no agreement materialized.<sup>[32]</sup> In fact, the court in the ejectment case found respondent liable for rental arrears.<sup>[33]</sup> Thus, respondent's continuous refusal to pay a just debt amounts to "conduct unbecoming of a public employee."<sup>[34]</sup>

Worse, respondent testified during investigation that her mother had bought the house and lot, and respondent produced anew documents already rejected by the ejectment court.<sup>[35]</sup>

Both Executive Judge Sonia T. Yu-Casano and the Office of the Court Administrator found that respondent presented a falsified Official Receipt No. 8010 and passed off a deed of absolute sale copy, bearing her mother's signature, to serve as a faithful reproduction of a nonexistent original document.<sup>[36]</sup> Executive Judge Sonia T. Yu-Casano found as follows:

There is overwhelming evidence that original copies of the documents presented by respondent were inexistent, or if they exist, were mere forgeries. Respondent in the ejectment suit filed against her was asked to produce the original copies of the Deed of Absolute Sale and the official receipt she presented there as proof-of the consummation of the sale of the property between her mother and Hercules but she was unable to do so. Hence, the presumption that the original copy of the Deed of Absolute Sale is inexistent or manufactured arises. During the investigation of this case, respondent presented what she referred to as an original copy of the Deed of Absolute Sale bearing the original signature of her mother. But the signatures of the vendors were mere photocopies. Confronted with this fact, she committed to present the copy bearing the original signatures of the vendor but was unable to do so. It is therefore evident that respondent merely filled up her mother's name on the photocopy of the blank Deed of Absolute Sale furnished to her by Hercules at the beginning of their transaction.

The evidence presented by the complainant also proves that O.R. No. 8010 is a forgery. Comparing the signatures of Barcebal in the affidavits and O.R. No. 7092 (which respondent admitted as bearing the true and authentic signature of Barcebal) as against the signature appearing on O.R. No. 8010, one can immediately discern the difference. Aside from the marked difference in the signatures of Barcebal on the two receipts, the printed words on the two receipts themselves were different in sizes and dimensions. Aside from this, the complainants were able to show that O.R. No. 8010 is a series belonging to an unused and unissued booklet of receipts. In other words, O.R. No. 8010 was never issued by Hercules to the respondent. Besides, respondents claim that the balance of P2,774,478.67 was picked up by Barcebal in cash in her residence on board a tricycle is utterly incredible. In this age of modern bank credit