

EN BANC

[A.M. No. P-01-1448 (FORMERLY OCA IPI NO. 99-664-P), June 23, 2013]

RODOLFO C. SABIDONG, COMPLAINANT, VS. NICOLASITO S. SOLAS (CLERK OF COURT IV), RESPONDENT.

DECISION

VILLARAMA, JR., J.:

The present administrative case stemmed from a sworn letter-complaint^[1] dated May 29, 1999 filed before this Court by Rodolfo C. Sabidong (complainant) charging respondent Nicolasito S. Solas, Clerk of Court IV, Municipal Trial Court in Cities (MTCC), Iloilo City with grave and serious misconduct, dishonesty, oppression and abuse of authority.

The Facts

Trinidad Sabidong, complainant's mother, is one of the longtime occupants of a parcel of land, designated as Lot 11 (Lot 1280-D-4-11 of consolidation-subdivision plan [LRC] Pcs-483) originally registered in the name of C. N. Hodges and situated at Barangay San Vicente, Jaro, Iloilo City.^[2] The Sabidongs are in possession of one-half portion of Lot 11 of the said Estate (Hodges Estate), as the other half-portion was occupied by Priscila Saplagio. Lot 11 was the subject of an ejectment suit filed by the Hodges Estate, docketed as Civil Case No. 14706 of the MTCC Iloilo City, Branch 4 ("*Rosita R. Natividad in her capacity as Administratrix of C.N. Hodges Estate, plaintiff vs. Priscila Saplagio, defendant*"). On May 31, 1983, a decision was rendered in said case ordering the defendant to immediately vacate the portion of Lot 11 leased to her and to pay the plaintiff rentals due, attorney's fees, expenses and costs.^[3] At the time, respondent was the Clerk of Court III of MTCC, Branch 3, Iloilo City.

Sometime in October 1984, respondent submitted an Offer to Purchase on installment Lots 11 and 12. In a letter dated January 7, 1986, the Administratrix of the Hodges Estate rejected respondent's offer in view of an application to purchase already filed by the actual occupant of Lot 12, "in line with the policy of the Probate Court to give priority to the actual occupants in awarding approval of Offers". While the check for initial down payment tendered by respondent was returned to him, he was nevertheless informed that he may file an offer to purchase Lot 11 and that if he could put up a sufficient down payment, the Estate could immediately endorse it for approval of the Probate Court so that the property can be awarded to him "should the occupant fail to avail of the priority given to them."^[4]

The following day, January 8, 1986, respondent again submitted an Offer to Purchase Lot 11 with an area of 234 square meters for the amount of P35,100. Under the Order dated November 18, 1986 issued by the probate court (Regional

Trial Court of Iloilo, Branch 27) in Special Proceedings No. 1672 ("*Testate Estate of the Late Charles Newton Hodges, Rosita R. Natividad, Administratrix*"), respondent's Offer to Purchase Lot 11 was approved upon the court's observation that the occupants of the subject lots "have not manifested their desire to purchase the lots they are occupying up to this date and considering time restraint and considering further, that the sales in favor of the x x x offerors are most beneficial to the estate x x x". On January 21, 1987, the probate court issued another Order granting respondent's motion for issuance of a writ of possession in his favor. The writ of possession over Lot 11 was eventually issued on June 27, 1989.^[5]

On November 21, 1994, a Deed of Sale With Mortgage covering Lot 11 was executed between respondent and the Hodges Estate represented by its Administratrix, Mrs. Ruth R. Diocares. Lot 11 was thereby conveyed to respondent on installment for the total purchase price of P50,000. Consequently, Transfer Certificate of Title (TCT) No. T-11836 in the name of C. N. Hodges was cancelled and a new certificate of title, TCT No. T-107519 in the name of respondent was issued on December 5, 1994. Lot 11 was later subdivided into two lots, Lots 11-A and 11-B for which the corresponding titles (TCT Nos. T-116467 and T-116468), also in the name of respondent, were issued on February 28, 1997.^[6]

On motion of Ernesto Pe Benito, Administrator of the Hodges Estate, a writ of demolition was issued on March 3, 1998 by the probate court in favor of respondent and against all adverse occupants of Lot 11.^[7]

On June 14, 1999, this Court received the sworn letter-complaint asserting that as court employee respondent cannot buy property in litigation (consequently he is not a buyer in good faith), commit deception, dishonesty, oppression and grave abuse of authority. Complainant specifically alleged the following:

3. Complainant and his siblings, are possessors and occupants of a parcel of land situated at Brgy. San Vicente, Jaro, Iloilo City, then identified as Lot No. 1280-D-4-11, later consolidated and subdivided and became known as Lot 11, then registered and titled in the name of Charles Newton Hodges. The Sabidong family started occupying this lot in 1948 and paid their monthly rentals until sometime in 1979 when the Estate of Hodges stopped accepting rentals. x x x

4. Upon knowing sometime in 1987 that the property over which their house is standing, was being offered for sale by the Estate, the mother of complainant, TRINIDAD CLAVERIO SABIDONG (now deceased), took interest in buying said property, Lot 11;

5. TRINIDAD CLAVERIO SABIDONG, was then an ordinary housekeeper and a laundrywoman, who never received any formal education, and did not even know how to read and write. When Trinidad Claverio Sabidong, together with her children and the complainant in this case, tried to negotiate with the Estate for the sale of the subject property, they were informed that all papers for transaction must pass through the respondent in this case, Nicolasito Solas. This is unusual, so they made inquiries and they learned that, Nicolasito Solas was then the Clerk of

Court 111, Branch 3, Municipal Trial Court in Cities, Iloilo City and presently, the City Sheriff of Iloilo City;

6. The respondent Nicolasito Solas, then Clerk of Court III, MTCC, Iloilo City, has knowledge, by reason of his position that in 1983 Hodges Estate was ejecting occupants of its land. x x x Taking advantage of this inside information that the land subject of an ejectment case in the Municipal Trial Court in Cities, Iloilo City, whom respondent is a Clerk of Court III, the respondent surreptitiously offered to buy the said lot in litigation. x x x

7. Complainant nor any member of his family did not know that as early as 1984, the respondent had offered to purchase the subject lot from the estate x x x. After receiving the notice of denial of his offer to purchase, dated January 7, 1986, respondent made a second offer to purchase the subject property the following day, January 8, 1986, knowing fully well that the subject property was being occupied. x x x

8. Because of this denial, respondent met with the family of the complainant and negotiated for the sale of the property and transfer of the title in favor of the latter. Respondent made the complainant and his family believe that he is the representative of the estate and that he needed a downpayment right away. All the while, the Sabidong family (who were carpenters, laundrywomen, a janitor, persons who belong to the underprivileged) relied on the representations of the respondent that he was authorized to facilitate the sale, with more reason that respondent represented himself as the City Sheriff;

9. That between 1992-1993, a sister of the complainant who was fortunate to have worked abroad, sent the amount of Ten Thousand (P10,000.00) Pesos to complainant's mother, to be given to respondent Nicolasito Solas. x x x After receiving the money, respondent assured the Sabidong family that they will not be ejected from the lot, he being the City Sheriff will take care of everything, and taking advantage of the illiteracy of Trinidad Claverio Sabidong, he did not issue any receipt;

10. True enough, they were not ejected instead it took the respondent some time to see them again and demanded additional payment. In the meanwhile, the complainant waited for the papers of the supposed sale and transfer of title, which respondent had promised after receiving the downpayment of P10,000.00;

11. That sometime again in 1995, respondent again received from the mother of complainant the amount of Two Thousand (P2,000.00) Pesos, allegedly for the expenses of the documentation of sale and transfer of title, and again respondent promised that the Sabidong family will not be ejected;

12. To the prejudice and surprise of the complainant and his family, respondent was able to secure an order for the approval of his offer to purchase x x x in Special Proceedings No. 1672 x x x;

13. Worse, respondent moved for the issuance of a Writ of Possession in his favor, which the probate court acted favorably x x x. A writ of possession was issued on June 27, 1989 x x x;

14. x x x respondent took advantage of the trust and confidence which the Sabidong family has shown, considering that respondent was an officer of the court and a City Sheriff at that. The complainant and his family thought that respondent, being a City Sheriff, could help them in the transfer of the title in their favor. Never had they ever imagined that while respondent had been receiving from them hard-earned monies purportedly for the sale of the subject property, respondent was also exercising acts of ownership adverse to the interest of the complainant and his family;

15. Being an officer of the court and supposed to be an embodiment of fairness and justice, respondent acted with malice, with grave abuse of confidence and deceit when he represented that he can facilitate the sale and titling of the subject property in favor of the complainant and his family;

16. That when several thousands of pesos were given to the respondent as payment for the same and incidental expenses relative thereto, he was able to cause the transfer of the title in his favor. x x x;

17. After the death of Trinidad Claverio Sabidong x x x the respondent received from the complainant the amount of Five Thousand (P5,000.00) Pesos x x x When a receipt was demanded, respondent refused to issue one, and instead promised and assured the complainant that they will not be ejected;

x x x x

19. The complainant again, through his sister-in-law, Socorro Sabidong, delivered and gave to the respondent the amount of Three Thousand (P3,000.00) Pesos as expenses for the subdivision of the subject lot. The respondent facilitated the subdivision and after the same was approved, the complainant did not know that two (2) titles were issued in the name of the respondent. x x x;

20. Meanwhile, respondent prepared a Contract to Sell, for the complainant and his neighbor Norberto Saplagio to affix their signatures, pursuant to their previous agreement for the buyers to avail of a housing loan with the Home Development Mutual Fund (PAG-IBIG). Complainant attended the seminar of the HDMF for seven (7) times, in his desire to consummate the sale. However, when the complainant affixed his signature in the contract, he was surprised that the owner of the subject property was the respondent. When complainant raised a question about this, respondent assured complainant that everything was alright and that sooner complainant will be the owner of the property. Complainant and his family, all these years, had believed and continued to believe that the owner was the estate of Hodges and that respondent was only the representative of the estate;

21. The Contract to Sell, appeared to have been notarized on June 3, 1996, however, no copy thereof was given to the complainant by the respondent. Respondent then, took the papers and documents required by the HDMF to be completed, from the complainant allegedly for the purpose of personally filing the same with the HDMF. Complainant freely and voluntarily delivered all pertinent documents to the respondent, thinking that respondent was helping in the fast and easy release of the loan. While the said documents were in the possession of the respondent, he never made any transaction with the HDMF, worse, when complainant tried to secure a copy of the Contract to Sell, the copy given was not signed by the Notary Public, x x x;

22. The complainant [was] shocked to learn that respondent had canceled the sale and that respondent refused to return the documents required by the HDMF. Respondent claimed that as Sheriff, he can cause the demolition of the house of the complainant and of his family. Respondent threatened the complainant and he is capable of pursuing a demolition order and serve the same with the assistance of the military. x x x;

23. After learning of the demolition [order], complainant attempted to settle the matter with the respondent, however, the same proved futile as respondent boasted that the property would now cost at Four Thousand Five Hundred (P4,500.00) Pesos;

24. The threats of demolition is imminent. Clearly, complainant and his family were duped by the respondent and are helpless victims of an officer of the court who took advantage of their good faith and trust. Complainant later was informed that the subject property was awarded to the respondent as his Sheriff's Fees, considering that respondent executed the decisions in ejectment cases filed by the Hodges estate against the adverse occupants of its vast properties;

25. A civil case for the Annulment of Title of the respondent over the subject property is pending before the Regional Trial Court of Iloilo, Branch 37 and a criminal complaint for Estafa is also pending preliminary investigation before the Office of the City Prosecutor of Iloilo City, known as I.S. No. 1559-99, both filed [by] the complainant against the respondent.^[8]

Acting on the complaint, Court Administrator Alfredo L. Benipayo issued a 1st Indorsement^[9] dated July 8, 1999, requiring respondent to file his comment on the Complaint dated May 29, 1999. On October 21, 1999, respondent submitted his Comment.^[10]

In a Resolution^[11] dated July 19, 1999, Public Prosecutor Constantino C. Tubilleja dismissed the Estafa charge against respondent for insufficiency of evidence.

On November 29, 2000, Court Administrator Benipayo issued an Evaluation and