

EN BANC

[A.M. No. P-11-2980 (Formerly OCA I.P.I. No. 08-3016-P), June 10, 2013]

**LETICIA A. ARIENDA, COMPLAINANT, VS. EVELYN A. MONILLA,
COURT STENOGRAPHEIL III, REGIONAL TRIAL COURT, BRANCH
4, LEGAZPI CITY, RESPONDENT.**

D E C I S I O N

LEONARDO-DE CASTRO, J.:

This is an administrative complaint for conduct unbecoming a court employee and abuse of authority filed by complainant Leticia A. Arienda against respondent Evelyn A. Monilia, Court Stenographer III of the Regional Trial Court (RTC), Branch 4 of Legazpi City.

In her letter-complaint^[1] dated October 8, 2008, complainant alleged that respondent and Atty. Zaldy Monilia (Atty. Monilia), respondent's husband (together referred to as the spouses Monilla), went to complainant's house on January 13, 2002 and offered their services in settling the estate of complainant's deceased mother. According to the spouses Monilla, they would prepare an extrajudicial settlement for complainant and the latter's siblings, while respondent's brother, Engineer Matias A. Arquero (Engr. Arquero), would conduct the survey of the estate. Everytime the spouses Monilla went to complainant's house, they would ask for partial payment. Six Temporary Receipts show that complainant had paid the spouses Monilla a total of P49,800.00. Complainant repeatedly requested from the spouses Monilla the approved survey plan prepared by Engr. Arquero, but the spouses Monilla demanded that complainant first pay the P20,000.00 she still owed them before they give her the approved survey plan and extrajudicial settlement of estate. Complainant subsequently learned that the spouses Monilla had no authority to settle her deceased mother's estate as Atty. Monilla was currently employed at the Department of Agrarian Reform (DAR) and respondent was not even a lawyer but an ordinary court employee.

In her comment^[2] dated May 23, 2009, respondent denied that it was she and her husband who offered complainant their services in settling the estate of complainant's deceased mother. Respondent averred that it was complainant and her sister, Ester, who came to respondent's house sometime in December 2000 and requested respondent to convince her brother Engr. Arquero, a geodetic engineer, to partition the four lots left by complainant's parents situated in Bigaa, Legazpi City. Respondent was initially hesitant to accede to complainant's request because of complainant's reputation in their locality as a troublemaker. However, respondent's husband, upon learning that complainant was a relative, urged respondent to assist the complainant.

Respondent alleged that she was not privy to the agreement between Engr. Arquero

and complainant. Complainant scheduled the survey of one of the lots, Lot No. 5489, on January 13, 2001. After Engr. Arquero conducted the survey, complainant was nowhere to be found and respondent had to shoulder the expenses for the same.

Respondent further narrated that without her knowledge, complainant and her siblings filed a case for partition of estate before the RTC, Branch 7 of Legazpi City, on May 24, 2001. When their case was dismissed by the RTC, complainant and her siblings argued at the Hall of Justice, thus, disrupting court proceedings. Knowing that respondent was a court employee, complainant approached and asked respondent to intervene. Respondent, during her lunch break, met with complainant and the latter's siblings at respondent's residence located near the Hall of Justice. Complainant and her siblings, already wishing to partition their deceased parents' estate out of court, pleaded that respondent prepare an extrajudicial settlement. Respondent declined to get involved at first because complainant and her siblings were represented by a lawyer in the partition case before the RTC, but complainant and her siblings said that they had no more money to pay for the continued services of their lawyer. Respondent understood the predicament of complainant and her siblings, so respondent agreed to help them. Respondent called her brother, Engr. Arquero, and requested him to bring the sketch plan of Lot No. 5489 he had previously prepared. In the presence of Engr. Arquero, complainant and her siblings chose their respective shares in the property. Respondent prepared and finalized the extrajudicial settlement and handed the said document to complainant and her siblings. After a year, complainant, her sister Ester, and a buyer of their shares in Lot No. 5489, Marlyn Dominguez (Dominguez), again approached respondent. Complainant asked that Engr. Arquero continue with the partition of Lot No. 5489 as Dominguez advanced the money to pay for the expenses, including the preparation of the lot plan. Engr. Arquero, despite his misgivings and persuaded by respondent, conducted the survey, but complainant did not show up and respondent had to shoulder the expenses once more.

Respondent went on to recount that on January 20, 2003, complainant, Ester, and a sales agent came to respondent's house, asking respondent to again convince her brother Engr. Arquero to re-survey Lot No. 5489 because the boundaries were no longer visible. According to complainant, the new buyer, Galahad O. Rubio (Rubio), wanted to see the exact location and the boundaries of the lot. Respondent refused and told complainant to directly negotiate with Engr. Arquero. When complainant and her companions returned in the afternoon, complainant tendered P9,000.00 to respondent's husband, Atty. Monilla, as partial payment for the latter's services. The following day, complainant and her companions came back and complainant handed over another P9,000.00 as partial payment for the services of respondent's brother, Engr. Arquero.

Respondent admitted receiving from complainant payments amounting to P49,800.00, all made at respondent's residence in Rawis, not at complainant's house in Bigaa. The P25,000.00 was for the preparation by Atty. Monilla of the following documents: (a) four deeds of sale to different buyers; (b) two copies of extrajudicial settlement; (c) two contracts to sell; (d) two authorities to sell; and (e) one demand letter. The remaining P24,800.00 was for Engr. Arquero's services in subdividing Lot No. 5489 into 13 lots.

Respondent asserted that she had already turned over to complainant on March 30,