

SECOND DIVISION

[A.M. No. RTJ-12-2321, October 03, 2012]

**SPOUSES JESUS G. CRISOLOGO AND NANNETTE B. CRISOLOGO,
COMPLAINANTS, VS. JUDGE GEORGE E. OMELIO, REGIONAL
TRIAL COURT, BRANCH 14, DAVAO CITY, RESPONDENT.**

D E C I S I O N

CARPIO, J.:

The Case

This is an administrative complaint filed by Spouses Jesus G. Crisologo and Nannette B. Crisologo (Sps. Crisologo) against Judge George E. Omelio (Judge Omelio) of the Regional Trial Court, Branch 14, Davao City. In their Complaint-Affidavit, Sps. Crisologo charged Judge Omelio with the following: (a) gross ignorance of the law and interference with the proceedings of a co-equal and coordinate court in issuing a writ of preliminary injunction which frustrates the execution of a final and executory decision of RTC, Branch 15; (b) gross ignorance of the law and grave abuse of discretion for issuing a writ of preliminary injunction without an evidentiary hearing and in the absence of a clear and positive ground; and (c) gross ignorance of the law, grave abuse of discretion, gross dereliction of duty and manifest bias for refusing to recognize them as indispensable parties, and giving due course to an action where the plaintiff merely impleads the indispensable parties as John Does and Jane Does despite full knowledge of their identities.^[1]

In the Supplement to the Affidavit-Complaint and Reply, Sps. Crisologo charged Judge Omelio with gross ignorance of the law for granting the contentious Motion to Render Judgment Granting Plaintiff the Relief Prayed for with Memorandum Attached, which was filed on 6 December 2010, but set for hearing on 8 December 2010, in violation of the three-day notice requirement under Section 4, Rule 15 of the Rules of Court.^[2] In their Memorandum, Sps. Crisologo likewise charged Judge Omelio with manifest bias for: (a) proceeding with the case despite non-compliance with the rules on summons; (b) cancelling the registration of sale where Sps. Crisologo are buyers in another case without due process; and (c) issuing two conflicting orders, with one showing prejudice.^[3]

In response, Judge Omelio filed his Comment and Counter-complaint, claiming that the present administrative complaint was intended to harass him for unfavorable rulings he made against the Sps. Crisologo.^[4] Judge Omelio prayed that the case be dismissed and Sps. Crisologo and their counsel be administratively punished.^[5]

The Facts

The Report of the Investigating Justice of the Court of Appeals of Cagayan de Oro

provides the factual antecedents of this case:

The case involves the following properties:

Transfer Certificate of Title (TCT) No. T-325675

- i. *A parcel of land (lot 650-B-2-A-2, Psd-11-058939 being portion of lot 650-B-2-A, Psd-11-021976), situated in the Barrio of Bud-Bud, City of Davao, Island of Mindanao. Bounded on the NE., along line 2-3 by lot 3465-A-1, Psd-11-021976; on SE., along line 2-3 by lot 650-B-2-B, Psd-11-021976; the SW., along line 4-1 by lot 650-A, (LRC) Psd-123024; on the NW., along the line 1-2 by lot 650-B-2-A-1 of the subd. plan. xxx xxx*

Transfer Certificate of Title (TCT) No. T-325676

- ii. *A parcel of land (lot 3465-A-1-B, Psd-11-058938 being portion of lot 3465-A-1, Psd-11-021976), situated in the Barrio of Bud-Bud, City of Davao, Island of Mindanao. Bounded on the NE., along line 2-3-4 by lot 3254-B, (LRC) Psd-104282; on the SE., along line 4-5 by lot 3465-A-2, Psd-11-021976; on the SW., along line 5-1 by lot 650-B-2-A, Psd-11-021976; on the NW., along the line 1-2 by lot 3465-A-1-A of the subd. plan. xxx xxx*

Both aforesaid properties were originally owned by So Keng Koc under TCT Nos. T-292597 and T-292600, respectively. So Keng Koc was the defendant [in] a number of cases, to wit:

- (a) Civil Case No. 26,513-98 entitled SY SEN BEN vs. SO KENG KO[C];
- (b) Civil Case No. 26,534-98 entitled EMMA SENG and ESTHER SY vs. SO KENG KO[C];
- (c) Civil Case Nos. 26,810-98 and 26,811-98 entitled NANNETE B. CRISOLOGO and JESUS CRISOLOGO vs. SO KENG KO[C], et al.;
- (d) Civil Case No. 26,792-98 entitled RENE ALVAREZ LIM vs. SO KENG KO[C], et al.;
- (e) Civil Case No. 26,857-98 entitled LERLIN AGABIN vs. SO KENG KO[C], et al.;
- (f) Civil Case No. 27,029-98 entitled EVANGELINE JUSAY vs. SO KENG KO[C], et al.

Accordingly, notices of levy on attachment were issued in the aforesaid cases. The levies were annotated at the back of the TCT Nos. T-292597 and T-292600, in the following order:

"Annotations on TCT No. T-292597:

1. Entry Nos. 1121176 and 1121177 for Civil Case No. 26,513-98 on September 8, 1998;

2. Entry Nos. 1121178 and 1121179 for Civil Case No. 26,534-98 on

September 8, 1998;

3.Entry Nos. 1127625 and 1127626 for Civil Case No. 26,810-98 on October 7, 1998;

4.Entry Nos. 1127627 and 1127629 for Civil Case No. 26,811-98 on October 7, 1998;

5.Entry No. 1169654 for Civil Case No. 26,792-98 on July 12, 1999;

6.Entry No. 1169655 for Civil Case No. 27,029-99 on July 12, 1999;

7.Entry No. 1169656 for Civil Case No. 26,857-98 on July 12, 1999.

"Annotations on TCT No. T-292600:

i. Entry Nos. 1121176 and 1121177 for Civil Case No. 26,513-98 on September 8, 1998;

ii. Entry Nos. 1121178 and 1121179 for Civil Case No. 26,534-98 on September 8, 1998;

iii. Entry Nos. 1127625 and 1127626 for Civil Case No. 26,810-98 on October 7, 1998;

iv. Entry Nos. 1127627 and 1127629 for Civil Case No. 26,811-98 on October 7, 1998;

v. Entry No. 1169654 for Civil Case No. 26,792-98 on July 12, 1999;

vi. Entry No. 1169655 for Civil Case No. 27,029-99 on July 12, 1999;

vii. Entry No. 1169656 for Civil Case No. 26,857-98 on July 12, 1999."

Sy Ben and So Keng Koc, parties in Civil Case No. 26,513-98, entered into a Compromise Agreement which the RTC, Br. 8 approved and made the basis of its Decision dated October 19, 1998. The pertinent portion of the Decision states:

"The parties filed a Compromise Agreement on October 15, 1998 which is quoted as follows:

1.xxx xxx xxx

3. As settlement of the aforecited claim of the plaintiff, defendants bind themselves to convey the properties of defendant So Keng Koc in favor of the plaintiff and/or his authorized representative;

4. Upon execution of this Compromise Agreement, So Keng Koc shall execute the requisite deeds of transfer in favor of the plaintiff or his authorized representative, the following properties of the defendant, So Keng Koc as follows:

<i>TITLE NO.</i>	<i>SQUARE METER</i>	<i>MARKET VALUE</i>
<i>T-206276</i>	<i>156 square meter(s)</i>	<i>624,000.00</i>
<i>T-59197</i>	<i>5,292 square meter(s)</i>	<i>1,111,320.00</i>
<i>T-195366</i>	<i>600 square meters</i>	<i>960,000.00</i>
<i>T-292597</i>	<i>13,078 square meters</i>	<i>1,617,390.00</i>
<i>T-80758</i>	<i>542 square meters</i>	<i>325,200.00</i>
<i>T-80757</i>	<i>600 square meters</i>	<i>297,020.00</i>
<i>T-292600</i>	<i>9,654 square meters</i>	<i>1,333,980.00</i>

as FULL and FINAL settlement of the obligations of the defendants in instant case in favor of the herein plaintiff;

5. xxx xxx xxx.

WHEREFORE, finding the aforequoted Compromise Agreement to be in order and not otherwise contrary to law, morals and public policy, the same is hereby approved and judgment is hereby rendered in accordance with its terms and conditions, without pronouncement as to costs.

Parties are hereby directed to comply with the terms and conditions of the aforequoted agreement failure of which execution shall issue upon motion seasonably filed."

Consequently, the subject properties were sold to one Nilda T. Lam on August 26, 1999. New titles were subsequently issued – TCT Nos. T-316182 and T-316181. Eventually, these properties were sold to JEWM Agro-Industrial Corporation, thus, the TCT Nos. T-325675 and T-325676 were issued in JEWM's name. Entry Nos. 1127625 and 1127626 for Civil Case No. 26,810-98 and Entry Nos. 1127629 and 1127627 for Civil Case No. 26,811-98, all inscribed on October 7, 1998, were carried over to TCT Nos. T-325675 and T-325676.

Meanwhile, the complainant-spouses Crisologo obtained a favorable judgment in Civil Case Nos. 26,810-98 and 26,811-98. The same became final and executory on March 3, 2010. Pursuant thereto and upon the instance of the complainant-spouses, a Writ of Execution was issued by RTC, Branch 15 on June 15, 2010. The Writ reads:

"xxx xxx xxx

WHEREAS, on appeal, the Honorable Court of Appeals modified this court's decision as follows:

WHEREFORE, in view of the foregoing, the instant appeal is partially GRANTED. Accordingly, the assailed Decision of the Regional Trial Court, 11th Judicial Region, Branch 15, Davao City dated July 1, 1999 is hereby MODIFIED in the sense that appellant's loan obligations are subject to an interest of twelve percent (12%) per annum, to be computed from December 16, 1997 (for Case No. 26,810-98) and September 23, 1998 (for case No. 26,811-98) until fully paid, and that the award for exemplary damage[s] is hereby DELETED.

xxx xxx xxx

WHEREAS, on July 6, 2010, defendants-appellants filed a Petition for Review on certiorari to the Supreme Court which

was DENIED by the Honorable Supreme Court per its Resolution dated August 17, 2009 and an Entry of Judgment dated March 3, 2010 was issued declaring the said resolution to be final, unappealable and executory;

WHEREAS, on June 9, 2010, the court issued an Order granting the Motion for Issuance of Writ of Execution;

THEREFORE, you are commanded to implement the writ for the satisfaction of the judgment in the decision in accordance with the Rules of Court xxx xxx xxx."

Subsequently, a Notice of Sale was issued by Sheriff Robert M. Medialdea, Sheriff IV, Regional Trial Court on the subject properties: (1) Lot 650-B-2-A-2 covered by TCT No. T-325675, a derivative of TCT No. T-292597; and (2) Lot 3465-A-1-B covered by TCT No. T-325676, a derivative of TCT No. T-292600.

As the foregoing properties are already in JEWM's name, JEWM, through its representative, filed an Affidavit of Third-Party Claim and an Urgent Motion Ad Cautelam before RTC, Branch 15. These were denied by the said court in its Order dated August 26, 2010 stating in part that *it cannot issue a restraining order directing the sheriff to exclude the subject properties on the basis of AD CAUTELAM motions and affidavit[s] of third party claim as these were not the proper mode of action prescribed by the Rules of Court to seek injunctive relief from the court.*

Aggrieved, JEWM filed a complaint for Cancellation of Lien, with Application for Writ of Preliminary Injunction against the Register of Deeds, Davao City, Sheriff Robert Medialdea, JOHN and JANE DOES, and all persons acting under their directions on September 16, 2010[.] The case was docketed as Civil Case No. 33,557-2010; and was subsequently raffled to RTC-Branch 14, Davao City.

On September 22, 2010, Atty. Rene Andrei Q. Saguisag, Jr., representing herein complainant-spouses, entered his appearance and manifested that spouses Crisologo are parties in interest in Civil Case No. 33,557-2010. He argued that the issuance of the writ of injunction would interfere with the proceedings of a co-equal court, RTC, Branch 15, which ordered the execution of the decision in Civil Case Nos. 26,810-98 and 26,811-98. He also posited that there exist[s] no cause for the issuance of the writ as the bond they posted in Civil Case Nos. 26,810-98 and 26,811-98 is substantial enough to cover any damage JEWM might sustain by reason of the implementation of the Writ of Execution.

Atty. Saguisag also filed in open court a Very Urgent Manifestation (ad cautelam) and he signified his clients' intention to file a proper motion to intervene. Thus, on September 27, 2010, herein complainant-spouses filed an Omnibus Motion reiterating their positions manifested during the hearing on the issuance of a preliminary writ of injunction.