

FIRST DIVISION

[A.M. No. RTJ-12-2331 (Formerly OCA I.P.I. No. 11-3776-RTJ), December 10, 2012]

MARCELINO A. MAGDADARO, COMPLAINANT, VS. JUDGE BIENVENIDO R. SANIEL, JR., REGIONAL TRIAL COURT, BRANCH 20, CEBU CITY, RESPONDENT.

D E C I S I O N

LEONARDO-DE CASTRO, J.:

This is an administrative complaint filed by complainant Marcelino A. Magdadaro against respondent Judge Bienvenido R. Saniel, Jr. of the Regional Trial Court (RTC), Branch 20, Cebu City, for unreasonable delay, gross ignorance of the law, and bias and partiality, in violation of the Code of Judicial Conduct, relative to Civil Case No. CEB-27778, entitled *Marcelino Magdadaro v. Bathala Marketing Industries Inc., Throva Dore Toboso, Bing Borlasa, Vincent Visara, Antonio Bayato and Vismin Hilacan*.

The antecedent facts of the case are as follows:

Civil Case No. CEB-27778 was an action for breach of contract with damages^[1] instituted on May 30, 2002 by complainant against Bathala Marketing Industries, Inc. (BMII), Throva Dore Toboso, Bing Borlasa, Vincent Visara, Antonio Bayato, and Vismin Hilacan (collectively referred to herein as BMII, *et al.*), which was raffled to the RTC-Branch 20 of Cebu City, presided over by respondent. Complainant alleged that he was the owner of a Nissan car with Plate No. FDX, covered by Philippine National Bank (PNB)-General Insurers Company, Inc. (GICI) Comprehensive Insurance Policy No. PC-351003 for the period May 31, 2001 to May 31, 2002. On September 27, 2001, complainant's car figured in an accident at SM Megamall. As required by PNB-GICI, complainant submitted at least two repair estimates of the damage that his car sustained. On September 28, 2001, complainant had his car inspected by the Nissan Distributors, Inc. (NDI) to determine the extent of the damage, the parts needed to be replaced, and the repairs to be undertaken. NDI issued Repair Estimate No. 23811 enumerating specifically the damaged parts, which did not include the radiator tank. Complainant also obtained a repair estimate from BMII, which similarly did not mention any damage to the radiator tank. Pending approval of complainant's insurance claim, he continued using his car. However, on several occasions, the car overheated because the radiator had no more water. After repeated follow-ups on his request for repair, the manager of PNB-GICI finally instructed complainant to deliver his car to BMII. Complainant informed BMII that on several occasions, he encountered problems with his car's radiator. Complainant was told that the radiator was not included in the repair estimate and would require a supplemental request and approval before it could be considered for repair. The repair of complainant's car lasted for a month. Complainant was able to get his car on December 26, 2001 after he was required to pay the amount of

P9,120.50 as his share in the repair cost. Immediately after recovery, complainant drove his car around, but after just 20 to 30 minutes, the car's engine started to overheat again. This time, complainant brought his car to Global Motors Cebu Distributors Corp. (Global Motors) and had the radiator tank installed by BMII removed in the presence of a BMMI representative. Global Motors issued a certification stating that the replacement radiator tank that BMII installed in complainant's car was not brand new but a reconditioned old radiator tank. Complainant had to spend P500.00 for the services performed by Global Motors, plus he had to buy a brand new replacement radiator tank from Gemini Parts Center for P9,500.00. Complainant prayed for judgment awarding in his favor P29,182.50 as actual damages, P300,000.00 as unearned profits, P700,000.00 as moral damages, P700,000.00 as exemplary damages, and P250,000.00 as attorney's fees.

At the end of the trial, respondent directed the parties to submit their respective memoranda, after which, the case would be submitted for decision. Complainant submitted his Memorandum on November 9, 2008, which was received by RTC-Branch 20 of Cebu City on November 11, 2008.^[2]

Respondent rendered a Decision^[3] on December 28, 2009 dismissing the complaint in Civil Case No. CEB-27778 for lack of cause of action against the defendants therein.

Complainant filed a Notice of Appeal^[4] with RTC-Branch 20 of Cebu City on February 22, 2010 which was acted upon by said court only on December 2, 2010.

In the meantime, frustrated with how RTC-Branch 20 of Cebu City was handling Civil Case No. CEB-27778, complainant filed the present administrative complaint^[5] against respondent on October 17, 2011, alleging unreasonable delay by the respondent in the disposition of Civil Case No. CEB-27778, to the damage and prejudice of complainant. Complainant alleged that there was delay in resolving Civil Case No. CEB-27778, because it took respondent more than one year to decide the case from the time it was submitted for decision. To make matters worse, it took the court almost another year to act on his Notice of Appeal and transmit the records of the case to the appellate court.

Complainant also asserted that respondent was ignorant of the law considering that the latter did not know the respective liabilities and obligations of the parties in a comprehensive car insurance contract. Complainant further claimed that respondent was partial or biased in favor of BMII because respondent, in his Decision dated December 28, 2009 in Civil Case No. CEB-27778, cited certain statements purportedly made by complainant when he testified before the trial court, but which complainant did not actually say; and there were questions and answers which were incorrectly translated or transcribed in the Transcript of Stenographic Notes (TSN) which respondent used against complainant.

In an undated Supplemental Discussion,^[6] complainant additionally pointed out that on the first page of the Decision dated December 28, 2009 in Civil Case No. CEB-27778, there was a stamp mark "RECEIVED" by the RTC of Cebu City with the date "12/29/09" and time "8:16." Complainant questioned why the RTC needed to receive its own Decision. Complainant suspected that respondent was not the one who actually wrote the said Decision, but it was written by one of the defendants and

then submitted to, and thus, received by the RTC for respondent's signature.

In his Comment^[7] dated January 17, 2012, respondent alleged that complainant instituted the instant administrative complaint because the latter felt resentful towards the former for rendering the Decision dated December 28, 2009 dismissing Civil Case No. CEB-27778.

Respondent further argued that the filing of the instant complaint was premature given that complainant's appeal of the Decision dated December 28, 2009 in Civil Case No. CEB-27778 was still pending before the Court of Appeals. Respondent cannot be held liable for gross ignorance of the law for the appellate court may still affirm respondent's ruling in the appealed judgment.

With respect to the delay in acting upon complainant's Notice of Appeal and the transmittal of the records of Civil Case No. CEB-27778 to the Court of Appeals, respondent explained that his office was undermanned. There was only one clerk in charge of the civil and special proceedings cases, both current and appealed. When a party appeals, machine copies of the records have to be made. Also, the records must be prepared for transmission. All these take time especially when appeals in two or more cases are made at about the same time, as what had happened in this case.

Notably, respondent did not address at all in his Comment the more than one year delay in the resolution of Civil Case No. CEB-27778.

In its Report^[8] dated March 7, 2012, the Office of the Court Administrator (OCA) made the following recommendations:

1. The instant complaint against respondent Judge Bienvenido R. Saniel, Jr., Regional Trial Court, Branch 20, Cebu City, Cebu, be RE-DOCKETED as a regular administrative matter; and
2. Respondent **Judge Bienvenido R. Saniel, Jr.**, be **HELD LIABLE** for **Undue Delay in Rendering a Decision** and **Undue Delay in the Proceeding** and be **FINED** in the amount of **Twenty Thousand Pesos (P20,000.00)** with a **STERN WARNING** that a repetition of the same or any similar act in the future shall merit a more severe penalty.

The Court then issued a Resolution^[9] dated July 4, 2012 re-docketing the administrative complaint against respondent as a regular administrative matter and requiring the parties to manifest within 10 days from notice if they were willing to submit the matter for resolution based on the pleadings filed. Complainant submitted his Manifestation^[10] dated September 24, 2012 on October 2, 2012, while respondent filed his Manifestation^[11] dated October 8, 2012 on October 11, 2012.

Complainant is allegedly challenging respondent's Decision dated December 28, 2009 in Civil Case No. CEB-27778, for being illegal, rendered with no basis in fact

and law. In truth, however, complainant is already asking this Court, through the present administrative complaint, to review the merits of respondent's Decision – something the Court cannot and will not do.

In *Salvador v. Limsiaco, Jr.*,^[12] the Court described the instances when a judge may be held administratively liable for a judicial error, to wit:

It is settled that a judge's failure to interpret the law or to properly appreciate the evidence presented does not necessarily render him administratively liable. **Only judicial errors tainted with fraud, dishonesty, gross ignorance, bad faith, or deliberate intent to do an injustice will be administratively sanctioned.** To hold otherwise would be to render judicial office untenable, for no one called upon to try the facts or interpret the law in the process of administering justice can be infallible in his judgment. As we held in *Balsamo v. Suan*:

It should be emphasized, however, that as a matter of policy, in the absence of fraud, dishonesty or corruption, the acts of a judge in his judicial capacity are not subject to disciplinary action even though such acts are erroneous. He cannot be subjected to liability – civil, criminal or administrative – for any of his official acts, no matter how erroneous, as long as he acts in good faith. In such a case, the remedy of the aggrieved party is not to file an administrative complaint against the judge but to elevate the error to the higher court for review and correction. The Court has to be shown acts or conduct of the judge clearly indicative of arbitrariness or prejudice before the latter can be branded the stigma of being biased and partial. Thus, **not every error or mistake that a judge commits in the performance of his duties renders him liable, unless he is shown to have acted in bad faith or with deliberate intent to do an injustice.** Good faith and absence of malice, corrupt motives or improper considerations are sufficient defenses in which a judge charged with ignorance of the law can find refuge. (Emphases supplied, citations omitted.)

In this case, there is absolutely no showing that respondent was motivated by bad faith or ill motive in rendering the Decision dated December 28, 2009 in Civil Case No. CEB-27778. Thus, any error respondent may have committed in dismissing Civil Case No. CEB-27778 may be corrected by filing an appeal of respondent's Decision before the Court of Appeals, not by instituting an administrative case against the respondent before this Court.

Moreover, records show that complainant did file an appeal of the Decision dated December 28, 2009 in Civil Case No. CEB-27778 before the Court of Appeals. Said appeal, docketed as SP Civil Case No. R-1105, is still pending before the appellate court. An administrative complaint against a judge cannot be pursued simultaneously with the judicial remedies accorded to parties aggrieved by his