

SECOND DIVISION

[A.M. No. P-09-2627, January 26, 2011]

REINA EDENLYNE GARCIA, COMPLAINANT, VS. ROBERT V. ALEJO, SHERIFF IV, REGIONAL TRIAL COURT, BRANCH 142, MAKATI CITY RESPONDENT.

D E C I S I O N

CARPIO, J.:

Reina Edenlyne Garcia (Garcia) filed the present administrative complaint against Robert V. Alejo (Alejo), Sheriff IV of the Regional Trial Court, Branch 142, Makati City (RTC), for Gross Misconduct, Gross Dishonesty and Conduct Prejudicial to the Interest of the Service. The Office of the Court Administrator (OCA) recommended that Alejo be found guilty of dereliction of duty and be suspended for three months without pay.

The Facts

The memorandum from the OCA narrated the facts as follows:

In a Verified-Complaint dated March 14, 2008, Reina Edenlyne Garcia charges Robert V. Alejo, Sheriff IV, Regional Trial Court (Branch 142), Makati City, with Gross Misconduct, Gross Dishonesty and Conduct Prejudicial to the Interest of the Service for having been in the payroll of Concorde Condominium, Inc. (Concorde for brevity), a plaintiff in Civil Case No. 00-1547 entitled "Concorde Condominium, Inc. v. Pulp & Paper, Inc."

The complainant claims to be the legitimate president of Concorde, a domestic corporation engaged in real estate development and management which, since 1999, has been managed and controlled by a group of what she described as usurpers purporting to be the officers of Concorde. The complainant alleges that when the legitimate board of directors took over the management of the corporation, it was discovered that, in order to maintain power, anomalies and irregularities were committed by the usurpers including conspiring with people who willingly cooperated with the former.

The complainant alleges that one of the people with whom the usurpers conspired was Sheriff Robert V. Alejo. She submitted a copy of the summary of expenses for legal fees by Concorde which showed that the respondent was allegedly paid sheriff's fees without court approval on the following dates:

DATE	CASH VOUCHER NO.	AMOUNT
October 28, 2004	5068	P15,000.00
November 22, 2004	5092	25,000.00
February 14, 2005	5173	10,000.00
March 30, 2005	5216	10,000.00
June 30, 2005	GJ-15	12,500.00

The complainant also alleges that Sheriff Alejo had been in the payroll of Concorde since January 2005, having received a monthly allowance of P2,500 as evidenced not only by the aforementioned summary of expenses for legal fees but also by photocopies of the checks issued by Concorde in the respondent's name the dorsal portion of which showed that it was respondent himself who encashed the checks using his Supreme Court identification card. Another cash voucher dated July 27, 2004 showed that the respondent received the amount of P12,500.00 as advanced sheriff's fees, which amount was taken from the rent collected from a tenant of Concorde named Dra. Anduiza.

The complainant asserts that the respondent had been acting as an employee of Concorde by collecting rentals from the tenants of the said corporation and that he had been receiving a monthly allowance of P2,500.00 as compensation.

The complainant claims that these arrangements, i.e., receiving fees without court approval and monthly allowances, explains the respondent's precipitate actions in serving the court's writs and processes to the complainant and to the tenants of Concorde.

For acting as a paid mercenary, the complainant declares that the respondent is not worthy to be an employee of the Court and should be held liable for gross misconduct, gross dishonesty and conduct prejudicial to the interest of the service.

In his Comment dated May 14, 2008, respondent Sheriff Robert V. Alejo vehemently denies the charges made against him by the complainant, declaring the accusations as baseless, groundless, founded on pure speculations and conjectures and devoid of any factual and legal justifications. He avers that the instant complaint is purely a harassment suit against him and that he was merely performing his ministerial functions in serving the writs and processes issued by RTC (Branch 142) in connection with Civil Case No. 00-1547.

The respondent deposes that a condominium unit owned by Pulp and Paper, Inc., the defendant in the said civil case, was levied upon on October 3, 2003. An Alias Writ of Execution was issued against the property and that he served said writ on May 27, 2004 upon the complainant who was the officer-in-charge of the defendant corporation. Thereafter, he served the Notice of Sheriff's Sale to defendant Pulp and Paper, Inc., and upon due notice, posting and publication, sold the unit to

plaintiff Concorde, the highest bidder.

The respondent claims that the foregoing incidents were the cause of the complainant's ill-feeling towards him which became worse when the court issued an order directing him to place Concorde in possession of the property. Pursuant to the said order, the respondent issued a Notice to Vacate to defendant Pulp and Paper, Inc. through the complainant.

The respondent asserts that the Sheriff's Commission on Sale had been duly collected and duly receipted by the Office of the Clerk of Court of RTC Makati City. As to the monthly allowances he had been receiving from Concorde, he avers that it was the administrator of Concorde, Mr. Adrian Castano, who asked the former to assist the latter in the collection of rentals from certain tenants of the condominium. The respondent claims that he initially declined the request but that Mr. Castano was insistent. The respondent says that Mr. Castano told him that he (the respondent) had gained the latter's trust and confidence. Being also a friend of Mr. Castano, the respondent says that he was prevailed upon to accept the offer on the condition that he would be assisting Concorde after office hours and during Saturdays or Sundays in order that the extra work would not interfere with his duties as sheriff.

The respondent likewise claims that he rejected the offer of compensation because of the existing prohibition on court employees. He, however, finally consented to accept the minimal amount of P2,500.00 to cover transportation and other incidental expenses.

The respondent argues that the complainant's assertions are bare and unsubstantiated and prays for the dismissal of the complaint for utter lack of merit.^[1]

Garcia filed a Verified Complaint^[2] dated 14 March 2008 before the OCA. Then Court Administrator Zenaida N. Elepaño (CA Elepaño) directed Alejo to file his comment within ten days from receipt of the indorsement from OCA. Alejo moved for an extension of time to file comment,^[3] which the OCA granted.^[4] Alejo filed his Comment ^[5] dated 14 May 2008.

The OCA's Ruling

On 2 March 2009, the OCA, under then Court Administrator Jose P. Perez ^[6] and Assistant Court Administrator Thelma C. Bahia, issued its Evaluation and Recommendation on Garcia's complaint.

The OCA took notice of Alejo's receipt of sheriff's fees without court approval and moonlighting activities. The OCA stated that Alejo failed to observe the procedure provided in Section 10(1)(2), Rule 141 of the Rules of Court. The OCA found Alejo guilty of dereliction of duty, which has the corresponding penalty of suspension of one month and one day to six months for the first offense. The OCA also found that Alejo's moonlighting activities gave rise to understandable suspicions regarding Alejo's independence of judgment in performing his official duties. Moreover, Alejo's