

## THIRD DIVISION

[ **A.M. No. P-05-2095 [Formerly A.M. OCA IPI No. 05-2085-P], February 09, 2011** ]

**BENIGNO B. REAS, COMPLAINANT, VS. CARLOS M. RELACION,  
RESPONDENT.**

### D E C I S I O N

**BERSAMIN, J.:**

Every official or employee of the Judiciary is ever accountable in the performance of official duties as well as in dealing with others.

On October 14, 2004, Benigno B. Reas, Sheriff IV of the Regional Trial Court (RTC), Branch 23, in Cebu City charged in the Office of the Court Administrator (OCA) Carlos M. Relacion, Clerk III of the RTC, Branch 15, in Cebu City with gross dishonesty and grave misconduct.<sup>[1]</sup>

#### **Antecedents**

Reas alleged in his *complaint* that by prior arrangement, the Clerk of Court of the RTC (COC) delivered to the Cebu CFI Community Cooperative (Cooperative) the salary checks of court personnel with outstanding obligations with the Cooperative to pay for their loans; that his salary check for the period of September 1 to 15, 2004 in the amount of P4,280.00 was delivered by the COC to the Cooperative for that purpose; that when he asked for the receipt corresponding to his payment, the Cooperative informed him that his salary check had been "inadvertently surrendered" to Relacion after the latter had harassed the Cooperative "to a point of violence" to release his (Relacion) own check for that period; that Relacion did not return the salary check to the Cooperative despite repeated demands; that when he confronted Relacion, the latter admitted taking his salary check; that Relacion mauled him when he refused Relacion's offer to pay his salary check with Relacion's Judicial Development Fund (JDF) check; and that it was only after the Cooperative confronted Relacion that the latter paid his salary check.<sup>[2]</sup>

In his *answer* dated February 5, 2005,<sup>[3]</sup> Relacion denied harassing or threatening the employees of the Cooperative, explaining that on September 8, 2004, he went to the COC to get his own salary check for the first half of September 2004; that while a COC staffmember was distributing the salary checks to the court personnel in the presence of a Cooperative representative, he expressed his intention to get his own salary check because he needed the money; that the Cooperative's representative agreed to his request; and that after signing the payroll, the Cooperative's representative handed to him a salary check.

What happened next are best narrated by Relacion, to wit:

5. x x x Upon receipt of the check and thinking that it was his check, respondent who was in a hurry, immediately folded the check without verifying the check, the payee and the amount thereof. Respondent put the said check in his pocket. He proceeded to the money changer for encashment of said postdated check. There he signed the dorsal side of the check. x x x He received the cash as proceeds thereof and immediately placed the cash already stapled and without counting the money to his pocket. When he arrived at his house, he got the money still stapled from his pocket and gave the money to his wife. She was surprised because the net take home pay of herein respondent as first half salary was only P1,575.00. Respondent counted the money and it was P4,240.00. Believing that there was overpayment, herein respondent immediately returned to the money changer to verify why there was overpayment but the money changer was no longer there since accordingly she was somewhere in the capitol. Herein respondent during that point in time still was not aware that the check that he endorsed and encashed to the money changer belonged to the complainant. x x x

6. On the following day he went to the Cooperative and was informed that the check that was given to him belonged to the complainant. That was the first time that this respondent knew about it. Thereafter, herein respondent prepared a letter addressed to the Cooperative requesting the manager to give the respondent his check. x x x The intention of the respondent was to immediately settle the problem, that is, by taking back the check of the complainant from the money changer and to give it to the complainant or by paying the complainant the equivalent value of his check which was P4,280.00. Herein respondent waited for the action and approval of the Cooperative but despite said letter-request x x x the check of herein respondent was not given to him by the Cooperative. He tried his best to immediately settle the problem. Respondent did not even work on that very day that he came to know of the problem just to immediately address said problem and just to follow it up with the Cooperative and with the money changer.<sup>[4]</sup>

Relacion further narrated that he informed Reas that he would pay him when they met at the bundy clock section; that Reas then punched him but missed; that he thus dared Reas to a fistfight outside the building, but the latter refused his dare; that both of them then entered the office of the COC; that while they both sat inside said office, Reas stood up and punched him on the left side of his neck; and that he retaliated by punching Reas.

In his *reply* dated February 17, 2005,<sup>[5]</sup> Reas denied punching Relacion, clarifying that he requested Relacion to apply the latter's JDF check to his obligations with the Cooperative, and to add some cash to complete the amount of P4,280.00; that his request caused Relacion to flare up and to shout invectives at him; that to avoid scandal, he asked Relacion to go with him to the office of the COC; that when they were in the office of the COC, Relacion punched him; and that the COC, Atty. Jeffrey S. Aquino, restrained Relacion from inflicting more harm on him.

Relacion's *rejoinder* of February 28, 2005 reiterated his answer.<sup>[6]</sup>

On October 7, 2005, the OCA submitted its report,<sup>[7]</sup> recommending to the Court that the matter be re-docketed as a regular administrative matter to be referred to the Executive Judge of the RTC in Cebu City for appropriate action.

The Court approved and adopted OCA's recommendation on December 5, 2005.<sup>[8]</sup>

On February 28, 2007, RTC Executive Judge Simeon P. Dumdum, Jr. (Judge Dumdum, Jr.) informed the Court that the parties had entered into a compromise agreement calling for the dismissal of the administrative matter; and that the compromise agreement had been reached after Relacion had apologized to Reas, and paid the latter the amount of P100.00. Judge Dumdum, Jr. recommended to the Court the approval of the compromise agreement and the dismissal of the administrative matter.<sup>[9]</sup>

On June 13, 2007, the Court noted the recommendation of RTC Executive Judge Dumdum, Jr., and referred the administrative matter to the OCA for evaluation, report and recommendation.<sup>[10]</sup>

On November 16, 2007, the OCA issued a memorandum,<sup>[11]</sup> recommending to the Court that Relacion be fined in the amount of P2,000.00 for simple misconduct.

The Court noted the OCA's report and recommendation on January 21, 2008.<sup>[12]</sup>

On October 16, 2009, Relacion, through a letter-request,<sup>[13]</sup> implored the Court to approve the compromise agreement and to dismiss the administrative matter.

On October 28, 2009, the Court noted the letter-request and required the parties to manifest if they were submitting the case for decision on the basis of the records and pleadings filed.<sup>[14]</sup>

The parties later manifested their submission of the administrative matter for decision,<sup>[15]</sup> which manifestation the Court noted on January 20, 2010 and February 22, 2010.

On June 21, 2010, the administrative matter was transferred to the Court's Third Division for appropriate disposition.<sup>[16]</sup> Thereafter, on September 15, 2010, Relacion wrote the Court requesting for the resolution of the administrative matter before he would retire in November 2010.<sup>[17]</sup> Nonetheless, we note that the retirement of Relacion was not confirmed by the OCA as of todate.

### **Ruling**

After reviewing the records, we hold that Relacion was guilty of simple misconduct, but we increase the recommended fine of P2,000.00 to P5,000.00.

### **I**

### **Compromise agreements between parties do not terminate administrative matters**

At the outset, the Court clarifies that the compromise agreement between Reas and Relacion, or the fact that Reas already forgave Relacion, does not necessarily warrant the dismissal of this administrative matter.<sup>[18]</sup> Three reasons justify the continuation of the administrative matter despite the compromise agreement or the forgiveness. *One*, the Court's disciplinary authority is not dependent on or cannot be frustrated by the private arrangements entered into by the parties; otherwise, the prompt and fair administration of justice, as well as the discipline of court personnel, will be undermined.<sup>[19]</sup> *Two*, public interest is at stake in the conduct and actuations of the officials and employees of the Judiciary. Accordingly, the efforts of the Court in improving the delivery of justice to the people should not be frustrated and put to naught by any private arrangements between the parties.<sup>[20]</sup> And, *three*, the Court's interest in the affairs of the Judiciary is a paramount concern that bows to no limits.<sup>[21]</sup>

## II Respondent Relacion was guilty of Simple Misconduct

The *Code of Conduct for Court Personnel* requires that the officials and employees of the Judiciary serve as sentinels of justice, and declares that any act of impropriety on their part affects the dignity of the Judiciary and the people's faith in the Judiciary.<sup>[22]</sup> Thus, the court personnel must exhibit the highest sense of honesty and integrity not only in the performance of their official duties, but also in their private dealings with their co-employees and with the public.<sup>[23]</sup> Their professional and personal conduct must be free from any whiff of impropriety.<sup>[24]</sup>

Here, there is no sufficient proof showing that Relacion intentionally took Reas' salary check from the Cooperative. Lucino Q. Garcia, an employee of the Cooperative, admitted in his certification dated October 9, 2004 that he had "inadvertently surrendered" Reas' salary check to Relacion when the latter had demanded his own salary check "to a point of violence." Even so, Relacion could not be exculpated because he did not immediately return the salary check either to Reas or to the Cooperative upon realizing that the salary check handed to him was not his.

Moreover, Relacion's excuse for not returning Reas' check was lame and implausible. In this regard, we adopt the OCA's findings and observations, *viz*:

His claim that he received and encashed complainant's salary check without bothering to look at the face of the check and without counting the money given him by the money changer in exchange for the check does not inspire belief. One does not simply fold and pocket a check after receiving it from someone; it is usually examined to confirm the payee and its amount. At its encashment, the payee ensures that the right amount is given him/her by counting the money before leaving the money changer.

The incredulity of respondent's narration was all the more underscored by his claim that immediately after he was told by his wife that the