

EN BANC

[A.M. No. P-11-2913 (Formerly OCA I.P.I. No. 08-2810-P), April 12, 2011]

MA. CHEDNA ROMERO, COMPLAINANT, VS. PACIFICO B. VILLAROSA, JR., SHERIFF IV, REGIONAL TRIAL COURT, BRANCH 17, PALOMPON, LEYTE, RESPONDENT.

DECISION

PER CURIAM:

Before this Court is a Sworn Complaint^[1] filed on July 4, 2007, by complainant Ma. Chedna Romero (*Romero*), charging respondent Pacifico B. Villarosa, Jr. (*Sheriff Villarosa*), Sheriff IV of Regional Trial Court (*RTC*), Branch 17, Palompon, Leyte, with grave abuse of authority, conduct unbecoming of a government employee, dishonesty and estafa, for failing to remit amounts owing to her by virtue of a compromise agreement.

In accordance with the recommendation of the Office of the Court Administrator (*OCA*) dated April 21, 2008, the complaint was referred on September 15, 2008 to Judge Apolinario M. Buaya (*Investigating Judge*), Executive Judge of the RTC of Ormoc City, for investigation, report and recommendation.

The Investigating Judge submitted his Report^[2] on January 18, 2010, which was referred on September 6, 2010 to the OCA for evaluation, report and recommendation.

The facts, as culled from the records and the Report of the Investigating Judge, are as follows:

Romero was the plaintiff in a claim for damages, docketed as Civil Case No. 462, entitled "Maria Chedna Romero vs. Sps. Valentin and Enriqueta A. Laurente," filed with the Municipal Trial Court (*MTC*) of Palompon. The case was amicably settled by way of a Compromise Agreement^[3] dated December 8, 2005, duly approved by the MTC, where Spouses Valentin Laurente and Enriqueta Laurente (*Spouses Laurente*) bound themselves to pay Romero a total amount of P30,000.00, P24,000.00 of which would be paid on or before March 2006, and the remaining balance of P6,000.00 on or before October 2006.

On December 6, 2005, Romero had already received the amount of P10,000.00 from Enriqueta Laurente in partial compliance with the obligation.^[4] Failing to receive the balance of P20,000.00 in accordance with the Compromise Agreement, Romero filed a Motion for the Issuance of a Writ Execution dated April 18, 2006, for which a corresponding writ was issued on August 8, 2006. In response thereto, Enriqueta Laurente attested^[5] that she had delivered the amount of P20,000.00 to

Sheriff Villarosa, as supported by a certification^[6] executed by the latter himself, dated May 9, 2007, that they had fully paid such amount. Romero added that Sheriff Villarosa demanded a total amount of P1,500.00 from her on two occasions as sheriff's fee.

In his Comment^[7] dated August 7, 2007, Sheriff Villarosa denied any wrongdoing. He admitted having received P200.00 from Romero for gasoline expenses for his trip to the residence of the spouses Laurente. He further admitted having received the total amount of P13,000.00 from Enriqueta Laurente, evidenced by acknowledgment receipts,^[8] as follows:

P 3,000.00	September 20, 2006
P 1,700.00	November 15, 2006
P 4,000.00	December 6, 2006
P 1,000.00	January 9, 2007
<u>P 3,300.00</u>	February 28, 2007
P13,000.00	

Of the above-stated P13,000.00, Sheriff Villarosa claimed that he had directly turned over P10,000.00 to Romero, evidenced by acknowledgment receipts,^[9] as follows:

P 7,000.00	November 2006
<u>P 3,000.00</u>	January 10, 2007
P10,000.00	

Regarding the remaining P3,000.00, he claimed that it was given by Enriqueta Laurente directly to the Officer-in-charge (OIC) Clerk of Court of RTC, Branch 17, Palompon.

On May 2, 2007, Romero received the amount of P4,000.00 directly from Enriqueta Laurente.^[10] As stated in the earlier mentioned Certification of Sheriff Villarosa, the full amount of P20,000.00 had already been fully paid by the spouses Laurente as of May 9, 2007.

Also in May 2007, Sheriff Villarosa alleged that for unknown reasons, Romero refused to receive the final amount of P6,000.00 from him, prompting him to deposit the amount by way of consignment with the OIC Clerk of Court of the MTC of Palompon. He claimed that a receipt^[11] was issued for the final amount only on November 27, 2008 because the acting OIC refused to issue a receipt in such capacity. On April 17, 2009, Romero received the final amount of P6,000.00 from the MTC Clerk of Court of Palompon.^[12]

In sum, Romero received the full amount of the obligation in accordance with the Compromise Agreement, as follows:

P10,000.00	December 6, 2005, received directly from Enriqueta Laurente
P 7,000.00	November 2006, received from Sheriff Villarosa
P 3,000.00	January 10, 2007, received from Sheriff Villarosa
P 4,000.00	May 2, 2007, received directly from Enriqueta Laurente
P 6,000.00	April 17, 2009, received from the Clerk of Court of MTC Palompon
<hr/> P30,000.00	

Finding the above transactions of Sheriff Villarosa to be highly anomalous and irregular, the Investigating Judge found him guilty of grave abuse of authority, conduct unbecoming of a government employee and dishonesty. He recommended his suspension for a period of six months and the payment of a fine equivalent to three months' salary, with a stern warning that a repetition of the same offense would merit dismissal.

The OCA agreed with the factual findings of the Investigating Judge, and likewise found Sheriff Villarosa guilty of grave misconduct and dishonesty, but recommended his outright dismissal from the service.

The factual findings of the Investigating Judge and recommendation of the OCA are well-taken and adopted by the Court.

Sheriffs are officers of the court who serve and execute writs addressed to them by the court, and who prepare and submit returns on their proceedings. As officers, they must discharge their duties with great care and diligence, perform faithfully and accurately what is incumbent upon them, and at all times show a high degree of professionalism in the performance of their duties. Despite being exposed to the hazards that come with the implementation of a judgment, sheriffs must perform their duties by the book.^[13] In contravention of his duties, numerous irregularities in the transactions of Sheriff Villarosa were observed by the Investigating Judge and this Court.

First, Sheriff Villarosa admitted having received a total of P13,000.00 from Enriqueta Laurente but turned over only P10,000.00 to Romero. He claimed that the remaining P3,000.00 was given directly to the OIC Clerk of Court of the MTC of Palompon but this assertion was plainly belied by the Affidavit^[14] of Enriqueta Laurente and the Certification^[15] of the Clerk of Court.

Second, Sheriff Villarosa remitted amounts to Romero different from the amounts he received from Enriqueta Laurente which could only be indicative of his failure to immediately account therefor. In November 2006, P7,000.00 was remitted by Sheriff Villarosa to Romero, when Enriqueta Laurente had so far only paid him the aggregate amount of P4,700.00. By January 10, 2007, he had turned over to Romero the total amount of P10,000.00, when he had so far only received P9,700.00 from Enriqueta Laurente.

Third, Sheriff Villarosa only delivered the final balance of P6,000.00 to the MTC Clerk of Court of Palompon on November 27, 2008, or more than a year after Romero allegedly refused to receive such amount from him. He further failed to show when

he received such amount from Enriqueta Laurente, or the P3,000.00 from the Clerk of Court whom, he claimed, directly received it. Furthermore, not only was he in delay in delivering the final balance, but he was also in delay in the delivery of all the amounts remitted to him by Enriqueta Laurente.

Fourth, Sheriff Villarosa delivered the amounts he received from Enriqueta Laurente directly to Romero, the judgment obligee, instead of the Clerk of Court.

Section 9 of Rule 39 of the Rules of Court provides in part:

Sec. 9. Execution of judgments for money, how enforced.

(a) Immediate payment on demand. - The officer shall enforce an execution of a judgment for money by demanding from the judgment obligor the immediate payment of the full amount stated in the writ of execution and all lawful fees. The judgment obligor shall pay in cash, certified bank check payable to the judgment obligee or his authorized representative if present at the time of payment. The lawful fees shall be handed under proper receipt to the executing sheriff who shall turn over the said amount within the same day to the clerk of court of the court that issued the writ.

If the judgment obligee or his authorized representative is not present to receive payment, the judgment obligor shall deliver the aforesaid payment to the executing sheriff. The latter shall turn over all the amounts coming into his possession **within the same day to the clerk of court** of the court that issued the writ, or if the same is not practicable, deposit said amount to a fiduciary account in the nearest government depository bank of the Regional Trial Court of the locality.

The clerk of said court shall thereafter arrange for the remittance of the deposit to the account of the court that issued the writ whose clerk of court shall then deliver said payment to the judgment obligee in satisfaction of the judgment. The excess, if any, shall be delivered to the judgment obligor while the lawful fees shall be retained by the clerk of court for disposition as provided by law. In no case shall the executing sheriff demand that any payment by check be made payable to him.

x x x

From the above, it is clear that in the execution of judgments for money, where the judgment obligee is not present to receive payment, the judgment obligor shall deliver payment to the executing sheriff who, in turn, shall turn over such payment **within the same day** to the **clerk of court** who issued the writ, or if the same is not practicable, the amount should be deposited to a fiduciary account in the nearest government depository bank of the RTC of the locality. In either case, it is the clerk of court, and not the sheriff, who should deliver the amount to the judgment obligee.

The Code of Conduct and Ethical Standards for Public Officials and Employees^[16]