

## SECOND DIVISION

[ **A.M. No. P-08-2447 (Formerly A.M. OCA I.P.I. No. 06-2447-P), April 10, 2008** ]

**ELVISA ROSALES, COMPLAINANT, VS. DOMINADOR MONESIT, SR., COURT INTERPRETER, MUNICIPAL TRIAL COURT, TANDAG, SURIGAO DEL SUR, RESPONDENT.**

### R E S O L U T I O N

**CARPIO MORALES, J.:**

By a sworn Affidavit-Complaint dated June 2, 2006,<sup>[1]</sup> Elvisa Rosales (complainant) charged Dominador Monesit, Sr. (respondent), Court Interpreter of the Municipal Trial Court of Tandag, Surigao del Sur, with oppression, deceit, misconduct and violation of Republic Act (RA) No. 6713,<sup>[2]</sup> RA No. 9262<sup>[3]</sup> and Article 19, Civil Code.<sup>[4]</sup>

The Executive Judge of the Regional Trial Court, Tandag, Surigao del Sur to whom the complaint was referred for investigation, report and recommendation after respondent had filed his Comment, gave the following account reflecting the facts that gave rise to the filing of the complaint:

Sometime in the early part of March, 2005, respondent's wife, a Tupperware dealer sold to Complainant two (2) items for P2,358.00 on installment basis. Because Complainant found difficulty paying the items in cash, respondent's wife accepted the former's two (2) pigs as full payment thereof.

In the same month, Complainant sold to respondent's wife the former's motorcycle sidecar for P20,000.00, also on installment basis. The agreement was verbal. The sidecar used to be attached to the motorcycle of Complainant's live-in partner, Mario Clavero. She happened to own the [s]idecar as part of the amicable settlement of the Physical Injury Case she lodged before the Office of the Chief of Police of Tandag, Surigao del Sur, against her live-in partner (Exhibits "2" and "2-A").

Respondent's wife made a downpayment of P4,000.00 (Exhibit "3") and paid subsequent instal[l]ments in the total amount of only P5,200.00 (Exhibits "3-A", "3-B" and "3-C"). Because of respondent's wife's failure to pay the balance of the purchase price of the Sidecar, differences between her and respondent, on one hand, and Complainant and her live-in partner, on the other hand, ensued. The latter demanded full payment of the balance of the price in the amount of P10,200.00. In turn, the former stopped further payment.<sup>[5]</sup>

The Executive Judge noted that complainant did not present evidence. Respondent presented, however, complainant's AFFIDAVIT OF DESISTANCE, subscribed and sworn to before her counsel, Atty. Limuel L. Auza.

The Executive Judge went on to note as follows:

Apparently, Atty. Auza was able to arrange an out-of-court meeting between Complainant and Respondent and the latter's wife, during which, Respondent agreed to pay Complainant the amount of P25[, ]000.00 as full settlement of the Sidecar account of Respondent and his wife (Exhibit "1"). By and large, therefore, the allegations of the Complain[an]t, except those admitted, expressly or impliedly, by Respondent, are not deemed proved.

However, the following are either expressly or impliedly admitted by the Respondent:

1. There was, indeed, a transaction by and between Complainant and Respondent's wife involving the sale by the former to the latter of a Motorcycle Sidecar for P20[, ]000.00, payable [i]n instal[!]ments. There was no written contract.

2. Of the P20[, ]000.00 consideration of the sale, only P9[, ]200.00 was paid, leaving a balance of P10[, ]800.00.

3. When conflict ensued due to the non-payment of the balance of the purchase price, both Respondent and Complainant's live-in partner, who reconciled with the former, intervened and thenceforth decided the respective courses of action to take in the conflict.

4. **Respondent stopped payment**, claiming that Complainant's live-in partner demanded not only the immediate full payment of the balance of the purchase price but also P75.00 per day multiplied by the number of days delay in the payment.

The Undersigned believes that it was improper (not necessarily misconduct, which signifies "intentional wrong doing") **for Respondent to intervene in the above transaction** and take the cudgel, so to speak, for his wife, creating, in the process, the impression that he was emboldened to act in the manner that he did because of his exalted position in the Municipal Trial Court of Tandag. Indeed, it is not entirely remote that, as alleged by the Complainant in her AFFIDAVIT-COMPLAINT, at one time or another Respondent bragged about his connection with the Court, thus impress[ing] upon the Complainant that he wielded authority and influence that could prejudice the Complainant in her pending Grave Threat Case.

Likewise, it **was improper for Respondent to stop payment of the balance** of the purchase price of the Sidecar, just because Complain[ant's] live-in partner charged the penalty of P75.00 per day of delay in the payment. He could have paid the balance of the purchase price as a manifestation of fairness in the deal. Indeed, he was in a