

THIRD DIVISION

[A.M. No. MTJ-07-1680 (FORMERLY OCA I.P.I. NO. 07-1876-MTJ), August 17, 2007]

**KATIPUNAN NG TINIG SA ADHIKAIN, INC. (KATIHAN) BY
GODOFREDO S. BONGON, COMPLAINANT, VS. JUDGE LUIS
ZENON O. MACEREN, SHERIFF ANTOLIN ORTEGA CUIZON,
METROPOLITAN TRIAL COURT, BRANCH 39, QUEZON CITY,
RESPONDENTS.**

DECISION

NACHURA, J.:

This is an administrative complaint against Presiding Judge Luis Zenon O. Maceren (Judge Maceren) and Sheriff Antolin Ortega Cuizon (Sheriff Cuizon) of the Metropolitan Trial Court (MeTC), Branch 39, Quezon City, for violation of Article III, Section 1 of the Constitution and Rule 39, Section 10(d) of the Rules of Court.

The facts of the case are undisputed as follows:

A case for ejectment and damages was filed in the MeTC, Branch 39, Quezon City on September 14, 2005, docketed as Civil Case No. 35076, entitled "*Efrain Limsui, represented by his Attorney-in-fact, Apolonio Magno v. Damayang Magkakapitbahay ng 81 Linaw Street, Inc. and B.I.G.K.I.S. Neighborhood Association, and their members and all persons claiming rights under them.*"

The plaintiff is the new owner of the eight (8) parcels of land formerly owned by Dr. Carmen Lopez (Lopez), covered by Transfer Certificate of Title Nos. RT-38111 (38772), RT-38112 (387710), RT-38113 (38770) and RT-38006 (38773), issued by the Registry of Deeds of Quezon City in 1957 in the name of Lopez. To oversee the vacant lands, Lopez appointed caretakers who brought along with them their families to live therein, but they assured Lopez that they will leave the property when so ordered. After some time, the caretakers allowed their friends to stay in the property. Before long, Lot Nos. 65 and 81 were filled with squatters.^[1]

Because the property was occupied by squatters, prospective buyers shied away. Efrain Limsui bought the parcels of land from Lopez at a lower price, assuming the risks of dealing with the squatters. Limsui learned that the squatters in Lot No. 81 grouped together and incorporated as "Damayang Magkakapitbahay (Damayang Magkakapitbahay) ng 81 Linaw St., Inc.," while the other squatters in the land formed "Buklurang Idoloheya sa Gawa at Kaunlaran ng Isip at Salita, Inc. (BIGKIS)."

^[2]

Representatives of Limsui talked to the different leaders of the defendant-associations and the *barangay* officials in the area in February 2005, offering financial and other material assistance in exchange for vacating the premises. The

members of the defendant-associations accepted. However, some did not comply with the undertaking, adamantly refusing to leave the property. Thus, Limsui filed the said ejectment case.^[3]

Summonses were duly served on the defendant-associations on September 19, 2005. No answer was filed by the defendants. However, a Compromise Agreement was executed and presented to the trial court on September 26, 2005. On November 2, 2005, the MeTC rendered a Decision based on the compromise agreement submitted by the parties.

In the compromise agreement, the parties agreed that the defendants would voluntarily vacate the property and remove the structures they have erected on the land. Defendants acknowledged the ownership of Lopez over the land and admitted that they occupied the same through the mere tolerance of Lopez. They also recognized the right of Lopez to sell the land to Limsui. In exchange for the peaceful surrender of the property by the members of the defendant-associations, the parties agreed on the amount of financial assistance that plaintiff would give to the defendants.

On October 21, 2005, Katipunan ng Tinig sa Adhikain, Inc. (KATIHAN) and Pagsasama sa Iisang Adhikain (PIA) filed a Verified Manifestation and Motion with the trial court where the action for ejectment was pending, stating that they are also residents of the land subject of the ejectment suit, and that they are in danger of being evicted without due process of law. They claimed that they did not receive any summons, and not being parties to Civil Case No. 35076, they should not be affected by the Decision based on the compromise. Thus, any writ of execution that may be issued by the MeTC should only be enforced against the signatories of the compromise agreement. They also informed the trial court through the Verified Manifestation and Motion that on October 14, 2005, several men carrying guns, crowbars and sledgehammers, arrived at the subject premises, and destroyed their houses without any court order.

Judge Maceren noted the Verified Manifestation and Motion of KATIHAN and PIA.

On November 23, 2005, the MeTC issued an Order granting the issuance of a writ of execution for the enforcement of the Decision dated November 2, 2005. On November 30, 2005, a Writ of Execution was issued by the MeTC, the pertinent portion of which reads:

WHEREAS, you are hereby commanded to cause the following **DEFENDANTS** and the other/all persons claiming interest under them to **VACATE** the place designated on the Decision, and restore the possession thereof to the Plaintiff.

On the same day, Antolin Ortega Cuizon, Sheriff III, MeTC, Quezon City, issued a Notice to Vacate to the defendants, and on June 28, 2006, he issued a Final Notice of Demolition, viz.:

That the undersigned Sheriff III hereby gives you until the whole day of July 3, 2006 (Monday) from receipt thereof within which to vacate the subject premises.

In this connection, and in order to avoid inconvenience and discomfort on your part regarding the service of such Writ of Demolition, formal demand is hereby made upon you to vacate and demolish all structures and improvements in the premises in question.

Failure on your part to comply herewith shall leave the undersigned no other alternative but to employ necessary means or force to satisfy [the] said Writ.

On July 7, 2006, Cuizon submitted a Sheriff's Report to the MeTC, which reads:

That, on [the] 10th day of January 2006 and June 28[,] 2006, the undersigned served a copy of Notice to Vacate and Final **Notice of Demolition** and **Writ of Execution** and copy of the **Decision based on Compromise Agreement, attached thereon, respectively, upon Defendants DAMAYANG MAGKAKAPITBAHAY NG 81 LINAW STREET, INC. and B.I.G.K.I.S. NEIGHBORHOOD ASSOCIATION**, and their members and all persons claiming rights under them, at the premises in question, thru **ULYSIS MANLANGIT, President, LITA MAGPANTAY, Chairman of the Board, and RODRIGO PELAYO, President**, thru Carmelita Perez, association Officer, who signed to acknowledged (sic) receipt thereof;

That, on the 3rd day of July 2006, Counsel for the Plaintiff, Atty. Lauron, informed the undersigned Sheriff that they had a meeting with the Defendants/Occupants of subject premises and both parties agreed, that the latter will voluntarily vacate and demolish their shanties on July 4, 2006;

That, on the 4th day of July 2006, the undersigned went back to the premises in question to verify the veracity of both parties['] verbal compromise agreement;

That, upon arrival thereat, the undersigned found out that Defendants and all occupants of the premises in question have already voluntarily and peacefully vacated the premises in question and the Plaintiff's demolition workers peacefully and freely extracted all the usable materials of the shanties/structures and consequently turned-over the same to the Defendants/Occupants;

That, the undersigned turned-over the subject premises to the Plaintiff thru the Counsel for the Plaintiff, copy of which are (sic) attached hereto, and the Plaintiff is now in the actual physical control and possession of the premises in question;

In view of the foregoing, the undersigned respectfully return the copy of the **Writ of Execution SERVED and DULY COMPLIED/SATISFIED** for the information and guidance of the Honorable Court, and for whatever action as it may deem proper under the premises.

The enforcement of the writ of execution is the reason for KATIHAN's administrative complaint against Judge Maceren and Sheriff Cuizon. KATIHAN contends that its