

EN BANC

[A.M. No. P-04-1889, November 23, 2007]

SABINO L. ARANDA, JR., COMPLAINANT, VS. TEODORO S. ALVAREZ, SHERIFF, REGIONAL TRIAL COURT, BRANCH 253, LAS PIÑAS CITY, AND RODERICK O. ABAIGAR, SHERIFF, METROPOLITAN TRIAL COURT, BRANCH 79, LAS PIÑAS CITY, RESPONDENTS.

DECISION

PER CURIAM:

Sabino L. Aranda, Jr. (complainant) was one of the plaintiffs in an ejectment case^[1] filed before the Metropolitan Trial Court, Branch 79, Las Piñas City (MTC). The MTC decided the case in favor of complainant. On appeal, the Regional Trial Court, Branch 253, Las Piñas City (RTC) also decided the case in favor of complainant.^[2]

On 17 May 1999, Judge Pio M. Pasia of the MTC issued an alias writ of demolition,^[3] commanding Sheriff Roderick O. Abaigar (Abaigar) of the MTC to demolish the improvements erected on the Aranda property. In his sheriff's report^[4] dated 5 July 1999, Abaigar stated that he implemented the alias writ of demolition by issuing a notice to vacate on 3 June 1999 and ejecting the unlawful occupants from the Aranda property.

Complainant filed with the Office of the Court Administrator (OCA) a letter-complaint^[5] dated 6 March 2000 charging Sheriff Teodoro S. Alvarez (Alvarez) of the RTC and Abaigar with falsification of official document and grave misconduct. According to complainant, Alvarez and Abaigar (1) stated in the sheriff's report that they had implemented the alias writ of demolition when, in truth, they had not; and (2) demanded and received P40,000 for the execution of the writ.

In their Comment dated 8 February 2000, Alvarez and Abaigar stated that they implemented the alias writ of demolition fully and without delay and admitted that they received P40,000 from Deogracias L. Aranda, Jr.:

Contrary to the allegation of Mr. Sabino L. Aranda, Mr. Roderick O. Abaigar x x x and [Mr. Teodoro S. Alvarez] x x x have in fact implemented the Writ of Demolition x x x. Attached hereto are the pictures, taken after the demolition on June 25, 1999 and July 5, 1999, to prove that the houses erected on the property of Mr. Deogracias L. Aranda, Jr., have already been demolished on the said dates. As a matter of fact, Mr. Abaigar and [Mr. Alvarez] before proceeding to the demolition proper, tied a string of [sic] the monument from one end of the property to the other end to ensure that only the houses that are subject of the writ would be demolished. The vacant lot in the pictures is the same spot where demolished houses used to be erected. On the other hand, the

houses that are shown in the pictures are no longer subject of the above[-]captioned case. The houses, being built on a creek, clearly, are not the [sic] part of the Aranda property. With regard to the P40,000.00 received by [Mr. Alvarez] admits [sic] such fact. The truth of the matter is that Mr. Deogracias Aranda, Jr. agreed to give Mr. Abaigar and [Mr. Alvarez] the said amount to be used for the expenses in the demolition of the houses. Said amount was used for the following expenses:

1. food for the demolition team composing of 25 persons;
2. transportation for the said demolition team[;] &
3. fees for the people who assisted in the demolition.^[6]

In a Resolution^[7] dated 3 April 2002, the Court directed Judge Joselito dj. Vibandor (Judge Vibandor), Executive Judge, Regional Trial Court, Las Pin|as City to (1) obtain the comments of Alvarez and Abaigar, (2) conduct an investigation, and (3) submit his report and recommendation.

In his Report dated 21 July 2004, Judge Vibandor found that Alvarez and Abaigar violated Section 10, Rule 141 of the Rules of Court^[8] when they demanded and received P40,000:

Sheriff Teodoro Alvarez and Sheriff Roderick Abaigar admitted that they received the amount of FORTY THOUSAND PESOS (P40,000.00) from complainant Sabino L. Aranda in installment. The first payment was received the day before the implementation of the Writ of Demolition because according to respondents some persons they hired were asking for an advance payment for their expenses.

It is the statement of the respondents that the aforesaid amount was agreed upon by the parties for the demolition. The amount of [P]40,000.00 was arrived at by computing the fees to be paid for the demolition team. x x x

Respondents likewise admitted that the mentioned estimate was never reduced to writing. It was only written on scratch paper which are [sic] no longer in their possession. And considering that there was no written estimate of expenses, respondents found no need to seek court approval for such estimate. No liquidation was likewise made as to the expenses incurred by the sheriffs.

It is the position of respondent sheriffs that there was no need for the submission of an estimate for the court's approval because it was their usual practice that once an agreement has been arrived at with the parties, they just talk verbally on the matter.

They are also not aware of Section [10] of Rule 141 of the Rules of Court.

In view of the admissions made by respondent sheriffs as can be gleaned from the Transcript of Stenographic Notes dated May 12, 2004, the

undersigned firmly believes that a violation of Section [10] of Rule 141 of the Rules of Court was committed.^[9]

In his Report dated 2 June 2005, Judge Vibandor found that Alvarez and Abaigar were not liable for falsification of official document — they actually implemented the alias writ of demolition as stated in the sheriff's report:

The main issue which this investigation seeks to resolve is whether or not Respondents falsified the Sheriff's Report by stating therein that the Writ of Demolition was implemented when in truth and in fact it was not.

An extensive investigation of the case reveals that respondents, Sheriff Teodoro Alvarez and Sheriff Roderick Abaigar are not guilty of the crime of Falsification.

The testimony of Felisa Aranda proved to be the pivotal link that enabled the Court to unearth the truth with regard to the disputed Sheriff's Report after clarificatory questions were propounded upon her.

x x x x

Based on the aforementioned testimony, it is clear that Sheriffs Alvarez and Abaigar were not guilty of the crime of Falsification being imputed against them.

It is worthy to stress that the Writ of Demolition was successfully implemented by both Sheriffs since 1999 until the present [sic] there are no more squatters occupying the property owned by the family of the late Sabino Aranda. Thus, the Report prepared by both Sheriffs was not fraudulent for its contents depicts [sic] the truth and did not leave any room for doubt due to the candid admission by the wife of herein complainant.^[10]

Judge Vibandor recommended that (1) Alvarez and Abaigar be suspended for one month for grave misconduct,^[11] and (2) the charge of falsification of official document be dismissed.^[12] In a Resolution^[13] dated 20 September 2004, the Court resolved to docket the matter as a regular administrative case and referred the matter to the OCA for evaluation, report, and recommendation.

In his manifestation and motion,^[14] Alvarez stated that he had reached his mandatory retirement on 2 September 2004. He prayed for the early resolution of the instant case so he could secure his clearances. In a Resolution^[15] dated 8 November 2004, the Court noted Alvarez's manifestation and motion.

In its Report^[16] dated 11 April 2006, the OCA found that Alvarez and Abaigar (1) erred when they "unilaterally demanded and received the amount of P40,000 from the complainant as party litigant to defray execution expenses without obtaining the approval of the trial court and without rendering an accounting for it within the mandated period"; and (2) did not commit falsification of official document. The OCA recommended that (1) Alvarez and Abaigar be found guilty of grave misconduct, dishonesty, and conduct prejudicial to the best interest of the service;

(2) an amount equivalent to Alvarez's salary for one year be deducted from his retirement benefits; and (3) Abaigar be suspended for one year.

On the charge of falsification of official document, the Court finds Alvarez and Abaigar not liable. "In administrative proceedings, the complainant bears the burden of proving, by substantial evidence, the allegations in the complaint. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion."^[17]

In the instant case, complainant failed to substantiate the allegation that Alvarez and Abaigar are guilty of falsification of official document. Complainant merely stated in his complaint that Alvarez and Abaigar violated Republic Act No. 6713 "for failure to enforce the Alias Writ of Demolition." Aside from this bare allegation, complainant did not present any evidence to support the charge. Complainant did not show that the improvements to be demolished are still standing on the Aranda property.

In their comment, Alvarez and Abaigar stated that they duly implemented the alias writ of demolition: (1) they demolished the improvements on the Aranda property on 25 June 1999 and 5 July 1999; (2) they took pictures to prove that the improvements had already been demolished; (3) they tied a string from one end of the property to the other to ensure that only the improvements encroaching on the property would be demolished; and (4) the improvements on the creek were not demolished because they laid outside the Aranda property — they were not covered by the alias writ of demolition.

According to Alvarez and Abaigar, complainant refused to sign the sheriff's report because, aside from the improvements on the Aranda property, he wanted the improvements on the creek to be likewise demolished.^[18] However, complainant did not show that the creek was part of the Aranda property and that the improvements built on the creek were covered by the alias writ of demolition.

At the time Judge Vibandor conducted the investigation, complainant was already dead and the other plaintiffs in the ejectment case were either dead or outside the country. Nevertheless, complainant's wife, Felisa Aranda, appeared during the investigation and provided vital information on the matter. She was definite and unrelenting in her testimony that Alvarez and Abaigar implemented the alias writ of demolition:

COURT

Q We want this clarified again Ms. Witness, when the two (2) Sheriffs left that day in the year of 1999, are you sure they were able to eject the squatters outside of the properties of the Arandas?

WITNESS

A Yes, Your Honor.^[19]

After an extensive investigation, Judge Vibandor found that Alvarez and Abaigar were not liable for falsification of official document. He found that they actually

implemented the alias writ of demolition as stated in the sheriff's report. The OCA agreed with this finding:

We find the efforts exerted by Judge Vibandor in investigating the falsification matter extensive enough x x x.

We also find no reason to disturb his findings and conclusion that respondents are not guilty of falsifying the Sheriff's Report dated July 5, 1999 as the records of the case duly support the same. Respondents' consistent assertion that they fully implemented the writ of demolition and their explanation that the houses that remain standing in the area were [sic] those erected near the creek and are no longer covered by the writ are corroborated by the testimony of no less than the wife of the complainant herein. Mrs. Aranda testified that the demolition of the improvements in the Aranda property was made in three phases and it was completed only in 1999 when the sheriffs who took over and implemented it were the respondents. In asserting that she is definite that the respondents sheriffs were the ones who implemented the writ, she states, thus: *"because on the afternoon of that day, my husband narrated to me what happened: that the squatters fought with them and even [sic] the squatters fought with the two sheriffs."* She was also unrelenting in her statement that respondents were able to remove the squatters in the Aranda property subject of the civil case. x x x

In addition, the two pictures of the site, attached by respondents to their comments and counter-affidavits, and which they claim to have been taken after the demolition, support the fact that respondents fully implemented the writ of demolition.^[20]

The Court has no reason to disturb the findings of Judge Vibandor and the OCA. Without substantial evidence to prove that Alvarez and Abaigar falsified the sheriff's report, the Court cannot hold them administratively liable.

On the charges of dishonesty, grave misconduct, and conduct prejudicial to the best interest of the service, the Court finds Alvarez and Abaigar liable.

Complainant charged Alvarez and Abaigar of violating Republic Act No. 3019 for demanding and receiving P40,000 from him. In their comment, Alvarez and Abaigar admitted that they demanded and received P40,000. Accordingly, both Judge Vibandor and the OCA found that Alvarez and Abaigar violated the provisions of Section 10, Rule 141 of the Rules of Court. The Court agrees.

Section 10, Rule 141 of the Rules of Court provides in plain and clear terms the procedure to be followed with regard to expenses in the execution of writs. It provides that:

With regard to sheriff's expenses in executing writs issued pursuant to court orders or decisions or safeguarding the property levied upon, attached or seized, including kilometrage for each kilometer of travel, guards' fees, warehousing and similar charges, **the interested party shall pay said expenses in an amount estimated by the sheriff, subject to the approval of the court. Upon approval of said**