

EN BANC

[**A.M. NO. P-01-1468, February 10, 2005**]

**BENJAMIN RACHO, COMPLAINANT, VS. MILAGROS B. DULATRE,
CLERK OF COURT II, MUNICIPAL TRIAL COURT, ALICIA,
ZAMBOANGA DEL SUR, RESPONDENT.**

RESOLUTION

PER CURIAM:

For our resolution is this administrative case which arose from the complaint of Benjamin T. Racho against respondent. In a letter dated May 12, 2000 addressed to this Court, Racho charged her with the following:

1. forging Racho's signature and encashing Land Bank check no. 0000008982 issued to him by the Municipality of Alicia, Zamboanga del Sur in the amount of P1,060 to cover his meal, fare and accommodations in attending the conference/dialogue with the Chief Justice in Zamboanga City sometime in November 1999;
2. taking and encashing three of his checks from the Supreme Court in the aggregate amount of P7,500 without his knowledge and consent sometime in October 1998, though refunded by respondent several months later, and
3. encashing the checks of three other co-employees without their knowledge and consent, though again subsequently refunded when the respondent was confronted about them.

To shed light on the accusations of Racho against the respondent, this Court ordered Judge Arthur L. Ventura, Presiding Judge of 1st MCTC of Ipil-Tungawan-Roseller T. Lim, Zamboanga Sibugay, to conduct an investigation on the matter.^[1]

Judge Ventura interviewed both Racho and the respondent, as well as their co-employees in MTC-Alicia, Zamboanga del Sur, namely, Stenographers Nicostrata L. Banac and Estela E. Gedorio, Interpreter Salama B. Halil, Clerk Ibrahim I. Galbon, and Utility Worker Jamil Tapsi. Judge Ventura also interviewed Jerry C. Guarino, a neighbor and friend of respondent, who had a hand in the encashment of Land Bank check no. 0000008982 issued to Racho by the local government of Alicia, Zamboanga del Sur.

The investigation conducted by Judge Ventura established the following facts.

Sometime in the early part of November of 1999, preparatory to the court personnel's conference with Chief Justice Hilario G. Davide, Jr. scheduled on November 5, 1999 at Zamboanga City, the respondent, her husband Jacinto Dulatre, Jr. (the Process Server of MTC-Alicia), and Racho separately applied for financial

assistance from the local government of Alicia in the amount of P1,060 each for their fare, meals and accommodations. The three agreed that the total amount was to be divided equally among all eight court personnel of the MTC-Alicia.

Racho submitted all the required papers and documents in support of his application. On November 3, 1999, Racho signed disbursement voucher no. 101-9911-0863 on which he acknowledged in advance the receipt of the amount of P1,060.

Since he still had enough money, Racho proceeded to Zamboanga City using his own funds with the intention of claiming his check upon his return. Meanwhile, the respondent claimed and received three checks in the amount of P1,060 each from the Municipal Treasurer of Alicia in the afternoon of November 3, 1999. The checks were issued in her name, and in the names of her husband and Racho, respectively.

Racho and the respondent, together with their co-employees in MTC-Alicia, attended the scheduled dialogue of court personnel with Chief Justice Davide on November 5, 1999 in Zamboanga City. The respondent, however, did not inform Racho, as well as their officemates, of her receipt of the amount given by the local government for their travel allowance. Neither did the respondent distribute the respective shares of Racho and the other employees of MTC-Alicia in the said travel allowance.

A week after his return from Zamboanga City, Racho went to see Ms. Luzminda M. Banguis-Dayon, OIC Municipal Treasurer of Alicia, to inquire about his check. Racho was informed that Land Bank check no. 0000008982 in the amount of P1,060 payable to Racho had already been claimed by the respondent on November 3, 1999. Confronted by Racho, the respondent admitted that she received it.

The respondent was reproached by Ms. Dayon for her failure to deliver Racho's check to him, which in turn strained the relationship of Racho and the respondent. The conflict between the two came to a head sometime in January 2000 when Racho, in the presence of Judge Andres P. Olegario, Presiding Judge of MTC-Alicia, and their officemates again confronted the respondent about Land Bank check no. 0000008982. This erupted into a heated argument between the two.

The bad blood between Racho and the respondent culminated in a letter complaint to this Court on May 12, 2000.

Judge Ventura's investigation also uncovered the following facts relative to Racho's complaint and allegations:

Five court personnel of MTC-Alicia, namely, Banac, Gedorio, Halil, Galbon and Tapsi, did not request for financial assistance from the Municipality of Alicia when they attended the dialogue with the Chief Justice in Zamboanga City on November 5, 1999. In fact, they were not even aware that any financial assistance was extended by the Municipality of Alicia to Racho, the respondent and Dulatre, Jr. until the verbal confrontation between Racho and the respondent sometime in January 2000. They were also unaware that they were entitled to a share in the amount received by the three from the Municipality of Alicia, except for Gedorio who was promised something by the respondent. The respondent, however, instead of giving Gedorio's share, paid for the latter's P200 contribution to the Philippine Association of Court

Employees (PACE). On the other hand, Banac, Halil, Galbon and Tapsi received nothing at all.

While there was no prior report or complaint that the respondent forged the signatures of court personnel of MTC-Alicia, there were several instances when the respondent encashed the checks of her co-employees without their knowledge and consent. In particular, there was an occasion when the respondent asked Halil to hand over to Banac the amount of P800 in cash representing Banac's allowance from this Court. When Banac inquired why the allowance was not in the form of a check like all amounts coming from this Court, Banac was informed that the respondent was at that time, "in need of money."^[2]

There was also an instance when the respondent handed Halil P2,000 in cash. When queried on what the amount was for, the respondent informed Halil that the same represented the clothing allowance granted by this Court. Upon inquiry on why the amount was not in check when this Court does not release cash to lower courts, the respondent replied that she had already encashed Halil's check and borrowed the amount. The P2,000 cash was a reimbursement of the value of Halil's check. In a separate incident, the respondent borrowed a check representing Halil's share in the Judiciary Development Fund (JDF) for encashment.^[3]

In its recommendation, the Office of Court Administrator (OCA) affirmed the following conclusions of Judge Ventura:

"1. Racho failed to assist the court in determining the author of the alleged forgery of his signature at the back of Land Bank check no. 0000008982.

2. Racho's claim that respondent encashed his check issued by the Municipality of Alicia without his knowledge and consent is without merit. The fact is that Racho executed an authorization dated October 29, 1999^[4] empowering the respondent to receive and encash the check issued to him by the Municipality of Alicia.

3. Racho's allegations that the respondent received three checks in the amount of P7,500 issued by this Court in the name of Racho, and that the respondent subsequently encashed the same without Racho's knowledge and consent is untenable for lack of evidentiary support. Racho even failed to present the testimony of his own daughter to bolster his claim that respondent deliberately did not turn over the said checks when his daughter came to claim them.

4. The failure of the respondent to inform her officemates about the P3,180 granted by the Municipality of Alicia which was supposed to be divided equally among them indicates that the respondent was in bad faith. Moreover, she appropriated the money and applied it to her personal use without their knowledge and approval. Worse, the respondent was able to give the share only of Gedorio, albeit incomplete, and only six months after said arrangement was made known in their court. Instead of giving Gedorio her supposed share of P397.50, the respondent paid for Gedorio's PACE fees in the amount of P200. She no