

## SECOND DIVISION

[ A.M. NO. P-05-2017, June 29, 2005 ]

**MILAGROS A. LOPEZ, REPRESENTED BY HER ATTORNEY-IN-FACT  
VICTOR A. LOPEZ, COMPLAINANTS, VS. NICOLAS C. RAMOS,  
SHERIFF IV, RTC-BR. 126, CALOOCAN CITY, RESPONDENT.**

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

**TINGA, J.:**

This is an administrative complaint against Nicolas C. Ramos (Ramos), Deputy Sheriff, Regional Trial Court (RTC), Branch 126, Caloocan City.

The instant complaint stemmed from an Order<sup>[1]</sup> dated 24 September 2001 issued by Judge Luisito C. Sardillo, RTC Branch 126 of Caloocan City relative to the alleged misconduct of respondent Sheriff Ramos in the implementation of the *Writ of Execution*<sup>[2]</sup> in Civil Case No. C-19664 entitled *Milagros A. Lopez, represented by his Attorney-in-Fact, Victor A. Lopez v. Lydia B. Bautista* (the Civil Case). The Office of the Court Administrator (OCA) was furnished with a copy of this Order which reads in part:

This refers to the allegations against Nicolas C. Ramos, Branch Sheriff of this Court as contained in a pleading entitled "Ex-Parte Motion To Remand Records Of Case To Court Of Origin And Comment (on Sheriff's Partial Return)" filed by plaintiff-appellee thru counsel that Sheriff Ramos received on July 9 and 10, 2001 from plaintiff-appellee's representative the amount of P1,000.00 and P600.00 respectively; that Sheriff Ramos asked the sum of P5,000.00 for his services, and by way of counter-offer, plaintiff-appellee through her representative offered 50% of the money judgment upon complete enforcement of the Writ of Execution; that when plaintiff-appellee who is quite old, unemployed and financially incapable failed to produce Sheriff Ramos asking price of P5,000.00, the latter lost appetite in having the Writ of Execution fully satisfied.

Considering the seriousness of the allegations above-stated against Sheriff Ramos, let copy of this Order together with copy of the aforesaid pleading furnish the Honorable Presbitero J. Velasco, Jr., Court Administrator, Supreme Court for whatever action the Office of the Court Administrator may deem proper under the circumstance.<sup>[3]</sup>

The above-quoted *Order* was referred to Hon. Silvestre H. Bello, Jr., Executive Judge, Regional Trial Court, Caloocan City for Investigation, Report and Recommendation.<sup>[4]</sup>

On 21 January 2002, a formal complaint was filed by complainants Victor A. Lopez and Milagros A. Lopez (complainants) before the Office of the Executive Judge of the

RTC of Caloocan City, charging Sheriff Ramos of RTC Branch 126 of Caloocan City with Misconduct for violation of R.A. 3019<sup>[5]</sup> and R.A. 6713.<sup>[6]</sup>

Complainants in their *Complaint*<sup>[7]</sup> alleged that through their counsel, Atty. Eladio B. Abquina Jr. (Atty. Abquina) they gave Ramos P1,000.00 for which they were issued a *Receipt*<sup>[8]</sup> dated 10 July 2001.<sup>[9]</sup> They also asserted that Ramos had demanded P5,000.00 from them in exchange for the immediate and full implementation of the *Writ of Execution* issued in their favor in the Civil Case. By way of counteroffer, they allegedly promised Ramos fifty percent (50%) of the money judgment. When Ramos insisted on getting the amount of P5,000, complainants instead gave him P600.00.<sup>[10]</sup>

In his *Answer*,<sup>[11]</sup> Ramos maintained his innocence. He vehemently denied the allegations against him and postulated that the "unpleasant scenario projected of him in the complaint was merely fabricated and that the Lopez family might not be aware that they are only being used by someone who has an axe to grind against the undersigned for accidentally exposing an anomaly committed in the implementation of the aforesaid decision through a writ of execution."<sup>[12]</sup> And while he admitted having received the amount of P1,000.00 from complainants, he clarified that the same had been handed to him near the vicinity of the property subject of the *Writ of Execution* and not in his place of work.<sup>[13]</sup> Ramos likewise belied the allegation that he had demanded P5,000.00 from complainants and that he had been offered instead fifty percent (50%) of the money judgment. He argued that "no Sheriff in his right mind would demand something illegal from a party litigant in the presence of witnesses and especially in full view of the party's lawyer."<sup>[14]</sup>

Complainants in their *Reply*<sup>[15]</sup> reiterated their submissions.

In a Resolution<sup>[16]</sup> dated 19 January 2005, Executive Judge Myrna Dimaranan Vidal (the Executive Judge)<sup>[17]</sup> found that except for the bare allegation of Victor Villapando (Villapando), the liaison officer of Atty Abquina, complainants failed to present any other witness to support their allegation that Ramos had demanded P5,000.00 from them.<sup>[18]</sup> The Executive Judge also held that there is no showing in the records that Ramos had agreed to complainants' proposal to give him fifty percent (50%) of the money judgment to be collected through the enforcement of the Writ. The allegations that Ramos was given an initial amount of P1,000.00 by Villapando during the first week of July 2001 and that the latter requested money for photocopying, certification fees, cost of camera film, the typist's mobile phone prepaid card were likewise unsubstantiated.<sup>[19]</sup>

Moreover, the accusation that Ramos lost interest in having the Writ satisfied was disproved by the evidence extant in the records.<sup>[20]</sup>

However, the Executive Judge ruled that with respect to his receipt of P1,000.00 from complainants on 10 July 2001,<sup>[21]</sup> Ramos failed to observe the requirements of the Rules of Court regarding the collection, receipt, disbursement and liquidation thereof. But for such neglect for which Ramos was reprimanded, the Executive Judge recommended the dismissal of the complaint against the latter.<sup>[22]</sup>

The OCA in its report<sup>[23]</sup> agreed with and adopted the findings of the Executive Judge. However, it recommended that Ramos be suspended for one (1) month for his failure to comply with the procedure for determining, disbursing and liquidating sheriff's expenses.<sup>[24]</sup>

We agree with both the findings of the Executive Judge and the OCA but we find their respective recommended penalties of reprimand and suspension for one (1) month too light a penalty for the violation respondent has committed.

The second paragraph of Section 9, Rule 141 of the Rules of Court prescribes the procedure regarding the payment of expenses that might be incurred in the implementation of the writ. It provides in part:

In addition to the fees hereinabove fixed, the party requesting the process of any court, preliminary, incidental, or final, shall pay the sheriff's expenses in serving or executing the process, or safeguarding the property levied upon, attached or seized, including kilometrage for each kilometer travel, guard's fees, warehousing and similar charges, in an amount estimated by the sheriff, subject to the approval of the court. Upon approval of said estimated expenses, the interested party shall deposit such amount with the clerk of court and *ex-officio* sheriff, who shall disburse the same to the deputy sheriff assigned to effect the process, subject to the liquidation within the same period for rendering a return on the process. Any unspent amount shall be refunded to the party making the deposit. A full report shall be submitted by the deputy sheriff assigned with his return, and the sheriff's expenses shall be taxed as costs against the judgment debtor.

In the case of *Sandoval v. Ignacio, Jr.*,<sup>[25]</sup> we restated what should be common knowledge to court personnel, thus:

The rule requires the sheriff executing writs or processes to estimate the expenses to be incurred. Upon the approval of the estimated expenses, the interested party has to deposit the amount with the Clerk of Court and *Ex-officio* Sheriff. The expenses shall then be disbursed to the executing Sheriff subject to his liquidation within the same period for rendering a return on the process or writ. Any unspent amount shall be refunded to the party who made the deposit.<sup>[26]</sup>

It is clear then that a Sheriff in the performance of his duties is not precluded from collecting additional sums from a requesting party. He is however mandated by the Rules to follow certain steps; first, to make an estimate of the expenses to be incurred by him; second, to obtain court approval for such estimated expenses; third, the approved amount shall be deposited by the interested party with the Clerk of Court and Ex-Officio Sheriff; fourth, the Clerk of Court shall disburse the amount to the executing Sheriff; and fifth, the executing Sheriff shall liquidate his expenses within the same period for rendering a return on the writ.<sup>[27]</sup>

Sheriff Ramos ignored the procedures set forth in the Rules of Court. He failed to observe faithfully his duty as a sheriff. There is nothing on record to indicate that Ramos made an estimate of the expenses to be incurred for execution and had the