

SECOND DIVISION

[A.M. No. P-01-1460, February 28, 2002]

ESPERANZA L. DE GUZMAN, COMPLAINANT, VS. NORMA M. BURCE, CLERK OF COURT III, METROPOLITAN TRIAL COURT, BRANCH 61, MAKATI CITY, RESPONDENT.

D E C I S I O N

MENDOZA, J.:

This concerns a letter, dated May 10, 1999, of Mrs. Esperanza L. de Guzman, charging respondent Mrs. Norma M. Burce, Clerk of Court III of the Metropolitan Trial Court, Branch 61, Makati City with dishonesty for failure to pay just debt, conduct unbecoming a government employee and prejudicial to the best interests of the judiciary, and falsification of a provisional receipt for partial payment of her indebtedness.

Complainant is the wife of retired Judge Salvador P. de Guzman, Jr. of the Regional Trial Court, Branch 142, Makati City. It appears that after his retirement on December 6, 1997, Judge de Guzman, Jr. put up a business, servicing judicial employees of Makati who borrow against their salary checks. Judge de Guzman, Jr. later turned over the management of the business to his wife, herein complainant Esperanza de Guzman, who named the business "Sal-Ad (for salary advance) Credit Enterprises."^[1]

In her letter, dated May 10, 1999, complainant alleges that respondent received the following amounts either in check or in cash, to wit:

P 5,000.00	April 2, 1998	Check No. 441364
5,000.00	April 6, 1998	In cash
5,000.00	April 8, 1998	Check No. 441399
10,000.00	May 20, 1998	Not stated whether received in check or in cash
5,000.00	May 25, 1998	Not stated whether received in check or in cash
1,000.00	August 4, 1998	Not stated whether received in check or in cash
1,500.00	August 6, 1998	Not stated

whether received
in check or in
cash

Total P32, ,
500.00 excluding
interest

Complainant alleges that respondent refused to pay her obligation, insisting that, as shown in Provisional Receipt No. 0179, dated July 17, 1998, her balance was only P13,000.00, which she had already settled and for which she was given change for her P16,667.00 amelioration check. Complainant denies respondent's claim and says the copy of Provisional Receipt No. 0179 in her possession does not have any entry showing "Bal.-13,000.00." Complainant says that she sent respondent a second demand letter, dated April 14, 1999, giving her a final grace period of five days to settle her account, but respondent insisted that she had already submitted receipts showing full payment of her indebtedness. Complainant therefore seeks the dismissal of respondent from the service with prejudice to re-employment.

Commenting on the complaint against her, respondent alleges that she borrowed from Sal-Ad Credit Enterprises four times, and in each instance, she was issued a check at a discounted rate, to wit: P5,000.00 on April 2 and 8, 1998, for which she was issued a Solid Bank check for P4,500.00; P10,000.00 on May 20, 1998, for which she was issued a Solid Bank check for P9,000.00; and P5,000.00 on May 28, 1998, for which she was issued a Solid Bank check for P4,500.00. According to respondent, the difference between the amounts of the loans and those of the checks represented advance interest. Respondent further alleges that she already paid her April 2 and 8, 1998 loans with her amelioration check in the amount of P16,667.09, for which she was issued a provisional receipt, dated May 18, 1998, for full payment of her loans in the total amount of P10,500.00, and another receipt for her change in the amount of P6,167.00.^[2]

With respect to her loans on May 20 and 28, 1998 in the total amount of P15,000.00, respondent admits that she was not able to immediately pay the same because certain benefits, which she and other employees of the MeTC expected, did not arrive on time. Nonetheless, when her Judiciary Development Fund (JDF) check in the amount of P5,500.00 arrived, respondent claims she immediately tendered the same on July 17, 1998, with the request that she be allowed to make only partial payment of her loans. Mrs. Flora (Flordeliza) Ochoco, complainant's former employee, allegedly granted respondent's request and issued to her Provisional Receipt No. 0179 for P2,000.00, representing partial payment, and P1,500.00, representing advance interest.^[3] After receiving her change in cash in the amount of P2,000.00, respondent claims she asked Mrs. Ochoco "to indicate in my receipt my true and correct balance as of July 17, 1998 in the amount of P13,000.00."

According to respondent, she was called by complainant in 1998 to the latter's office and was confronted with several papers containing erasures and superimpositions. She was asked whether she had received cash advances from Mrs. Ochoco. She allegedly replied that the loans she received were in Solid Bank and UCPB checks. In another instance, at complainant's office, respondent says she was presented with a statement of account indicating that she had not paid her first two loans and that she had received all her loans in cash. She objected to this as well as the imposition of daily interest. She was asked for copies of the receipts issued to her,