

SECOND DIVISION

[A.M. No. P-02-1591 (Formerly A.M. No. IPI-00-871-P), June 21, 2002]

**CORAZON B. JOSON, COMPLAINANT, VS. STENOGRAPHER III
RUTH A. MACAPAGAL AND STENOGRAPHER III TERESITA C.
BURKLEY, RESPONDENTS.**

D E C I S I O N

BELLOSILLO, J.:

The Office of the Chief Justice received on 31 March 2000 a letter-complaint from Corazon B. Joson complaining against Ruth A. Macapagal and Teresita C. Burkley, both Stenographer III at the Regional Trial Court, Br. 28, Cabanatuan City, for conduct unbecoming of government employees.

Complainant Joson alleged that sometime in 1995 she obtained a housing loan from the Government Service Insurance System (GSIS) for the purchase of a house and lot in Villa Emilia Subdivision, Cabanatuan City. Due to financial difficulties she was unable to meet her monthly amortizations with the GSIS, hence, on 2 May 1996 she decided to transfer her rights over the property to Noemi V. Alomia, sister of Macapagal. Witnesses to the signing of the documents transferring her rights were respondent Macapagal herself and Teresita C. Burkley and a certain Elma Ramos.

After the signing of the documents, Macapagal volunteered to have them notarized in her office for free and thereafter to submit the same to the GSIS in Cabanatuan City for processing. Having developed a trust in Macapagal, complainant Joson delivered her copies of the documents to her.

On 19 January 2000 Joson was surprised to receive a letter from the GSIS reminding her of her accountabilities and at the same time informing her that in case of failure on her part to pay the monthly amortizations the same would be deducted from her retirement benefits.

Joson became apprehensive especially since her retirement was drawing near. She immediately went to the house of Macapagal to inquire about the status of the documents. It was only then that she found out that Macapagal never endorsed the papers to the GSIS; instead, the property was sold to Carmelita Cabigas, sister of respondent Burkley.

According to Joson, in the new set of documents transferring her rights over the property, the name of "Noemi V. Alomia" was erased and superimposed in its stead was the name of "Carmelita Cabigas." Joson also said that Burkley went to the extent of forging the signature of Cabigas who was abroad at the time the new set of documents was supposedly signed. Joson also belatedly learned that Cabigas and her family had already been staying in the premises for quite some time without

paying a single centavo to the GSIS.

Macapagal admitted in her Comment that her sister Noemi V. Alomia bought the rights over the house and lot from Joson for P16,000.00 and that after the signing of the documents on 2 May 1996 Joson delivered the keys to the house to Alomia. Macapagal also alleged that after the papers were signed she submitted the same to the developer for further processing. Meanwhile, the property remained unoccupied as Alomia went back to Dubai where she was working.

Later, Alomia informed her sister Macapagal that she was no longer interested in buying the property instructing her at the same time to scout for a new buyer. Significantly, Macapagal informed Joson of her sister's decision not to proceed with the transaction only after an apprehensive Joson went to Macapagal's house to inquire about the documents after receipt of the letter from the GSIS. Macapagal assured Joson that she would look for another buyer, to which Joson supposedly agreed provided that the old documents would be surrendered to her. When Macapagal informed the developer of her sister's decision not to go through with their transaction, the developer allegedly advised her that it would be better if a new document could be prepared and signed by Joson herself.

Eventually Macapagal offered the property to Carmelita Cabigas, sister of Burkley. Upon the arrival of Cabigas in December 1997 from abroad, Cabigas paid Macapagal P25,000.00. After which Macapagal turned over the keys to the house to Cabigas who immediately occupied the premises and introduced improvements thereon.

Macapagal retrieved the old set of documents from the developer for the purpose of giving it back to Joson. She likewise asked from the developer blank forms for a "Deed of Assignment, Transfer of Rights and Assumption of Rights" but she was allegedly informed by the developer that they had run out forms. She was advised instead to reproduce them. After reproducing the forms, Macapagal gave them to Burkley for processing. Macapagal also entrusted the old set of documents to Burkley, at the same time informing her that Joson wanted it back before signing the new set.

On 12 January 1999 Macapagal together with Burkley and Joson went to the office of Atty. Jose Manuel Calderon to have the documents notarized. While in that office, according to Macapagal, she heard Atty. Calderon inquire from Joson whether the signatures appearing on the documents were hers. Atty. Calderon likewise made it clear to Joson that the contract was between her and Cabigas and thereafter, Atty. Calderon notarized the documents.

Burkley, for her part, averred that the original buyer of the property from Joson was Noemi V. Alomia, sister of Ruth A. Macapagal; however, after a year or two (2) Noemi V. Alomia changed her mind and backed out from the contract.

Upon learning that Cabigas was interested in the property, Macapagal immediately offered the same to her. Hence in December 1997 Cabigas paid Macapagal P25,000.00 in full consideration of the transfer of rights over the property to Cabigas.

According further to Burkley, since Alomia was abroad and could not personally sign the documents, she and Macapagal decided that the new contract be made and