

THIRD DIVISION

[A.M. No. P-00-1446, June 06, 2001]

PATERNO R. PLANTILLA, COMPLAINANT, VS. RODRIGO G. BALIWAG, SHERIFF IV, REGIONAL TRIAL COURT OF SAN PABLO CITY (BRANCH 30), RESPONDENT.

DECISION

PANGANIBAN, J.:

Before placing a writ of execution in the hands of a sheriff, the judge issuing the writ - not the sheriff enforcing it - must compute to the last centavo the exact amounts due thereunder, including interests, costs, damages, rents or profits. For determining the rate of interest himself, respondent sheriff must be sanctioned.

The Case

Before us is an Administrative Complaint filed by retired Col. Paterno R. Plantilla, charging Rodrigo G. Baliwag (Sheriff IV, Regional Trial Court of San Pablo City, Branch 30), with serious irregularities in the implementation of the Writ of Execution dated January 16, 1998.^[1]

Pertinent portions of the subject Writ addressed to respondent sheriff are reproduced hereunder:

"NOW, THEREFORE, you are hereby commanded to enforce and execute the dispositive portion of the Decision, particularly paragraphs 1, 2, 3 and x x x paragraph 4, ordering all the defendants to pay, jointly and severally, the sum of P8,000.00 as attorney's fees and to pay the costs of suit. You are further directed to make a return of your proceedings thereon within (30) days thereafter until the judgment is fully satisfied.

"WITNESS the Honorable MARIVIC T. BALISI-UMALI, Judge of this Court, this 16th day of January, 1998 at the City of San Pablo.

Sgd.
MARISSA L. GOZO
Acting Branch Clerk of Court"

The dispositive portion of the Decision subject of the Writ reads as follows:

` WHEREFORE, premises considered, in the interest of justice, this Court hereby renders judgment in favor of Milagros Suiza, one of the plaintiffs herein, married to Teodoro Cautivo, the other plaintiff herein, and against

Mariano L. Orga and Eva R. Plantilla, Valeriano R. Plantilla, Jr. and Vicente Castillo, the defendants herein, by, to wit:

"1. declaring the existence of a tenancy relationship, under the share tenancy system, over the parcel of land, consisting of 10.2198 hectares, which is the landholding in question in this case, as hereinabove described, between Mariano L. Orga and Eva R. Plantilla, husband and wife to each other, as landholders, and Milagros Suiza, married to Teodoro Cautivo, as share-tenant thereof, with aid of labor available from the members of her immediate farm household;

"2. ordering Mariano L. Orga and Eva R. Plantilla, husband and wife to each other, as landholders of the aforementioned landholding in question in this case, being the present and actual owners thereof, to reinstate and/or maintain Milagros Suiza, married to Cautivo, as share-tenant thereof, with aid of labor available from members of her immediate farm household, in peaceful possession and cultivation thereof;

"3. ordering the five (5) defendants herein, Oscar Chipongian, Mariano L. Orga and Eva R. Plantilla, husband and wife to each other, Valeriano R. Plantilla, Jr. and Vicente Castillo, to pay, jointly and severally, Milagros Suiza, married to Teodoro Cautivo, the latter's unrealized shares from the harvests of coconut fruits in the landholding in question in this case from the month of August 1979 until she shall have been reinstated [in] the amount of One Thousand Pesos (P1,000.00), Philippine Currency per harvest, with legal interest thereon until fully paid;

"4. ordering the five (5) defendants herein, Oscar Chipongian, Mariano L. Orga and Eva R. Plantilla, husband and wife to each other, Valeriano R. Plantilla, Jr. and Vicente Castillo, to pay, jointly and severally, to plaintiffs attorney's fees in the amount of [e]ight [t]housand [p]esos (P8,000), Philippine [c]urrency; and to pay the costs of suit."

In his Letter-Complaint dated May 11, 1999, Colonel Plantilla averred that he was the administrator of Spouses Mariano L. Orga and Eva R. Plantilla, the judgment debtors. Complainant further stated:

"On September 7, 1998 and after placing the plaintiff Milagros Suiza in possession of the subject landholding, Sheriff Rodrigo G. Baliwag served the Writ of Execution upon me. He did not serve the Writ on the defendants Mariano L. Orga and Eva R. Plantilla, although he knows their present address.

"Sheriff Baliwag also gave me a letter dated September 22, 1998, copy of which is attached as Annex `B', to which is attached a statement of the account purportedly payable by defendants Mariano L. Orga and Eva R. Plantilla in the total amount of P481,340.00, allegedly representing the share of plaintiff Milagros Suiza in the coconut harvest from August 1979 until January 1998 at P1,000.00 with eight (8) harvests per year, with interest at the rate of 12% per annum or a total of 222%, plus

attorney's fees in the amount of P8,000.00.

"Sheriff Baliwag also formally demanded [from] me the payment of the amount of P481,340.00 per letter dated January 25, 1999, copy of which is attached as Annex 'C'. Per Notice of Levy On Execution, also dated January 25, 1999, copy of which is attached as Annex "D", Sheriff Baliwag levied upon the rights, interests and participation of defendants Mariano L. Orga and Eva R. Plantilla in the subject landholding registered in their names under Transfer Certificate No. T-87223 issued by the Office of the Register of Deeds of Laguna. The levy was annotated on T.C.T. No. T-87223 on January 26, 1999.

"Sheriff Baliwag certified to having served the questioned Writ of Execution upon me, not upon defendants Mariano L. Orga and Eva R. Plantilla, having made demands upon me for payment, and causing the levy on T.C.T. No. T. 87223, per Partial Sheriff's Return (Levy on Execution) dated February 10, 1999, copy of which is attached as Annex 'E'.

"Sheriff Baliwag set the public auction of the sale of the land covered by T.C.T. No. T. 87223 on May 12, 1999 at 10:00 o'clock in the morning at the main entrance of Don Tomas Dizon Hall of Justice, San Pablo City, per Notice of Auction of Sale dated March 2, 1999, copy of which is attached as Annex 'F'.

"Both the dispositive portion of the Decision and the writ of execution do not state that there are eight (8) harvests per year. However, Sheriff Baliwag took it upon himself to specify the number of harvests to be eight (8) per year.

"Sheriff Baliwag also imposed on the amount of P1,000.00 at eight (8) harvests per year or a total of P8,000.00 interest at the rate of 12% per annum from the month of August beginning 1979 and every year thereafter. But the dispositive portion of the decision merely directs the payment of P1,000.00 per harvest with legal interest thereon until fully paid, without specifying whether it should be 6% or 12% per annum, and the date from which the said interest should be computed. Since the amount of P1,000.00 per harvest adjudged in favor of plaintiff Milagros Suiza is in the form of damages, the rate of interest should be 6% per annum, not 12% as assessed by Sheriff Baliwag.

"Since the harvest of the coconut is made about every 2 months, the legal interest on the amount of P1,000.00 should be computed from the time of each harvest, not from the month of August. However, Sheriff Baliwag imposed legal interest at the rate of 12% per annum on the full amount of P8,000.00 from August of each yearly period to cover the subsequent harvests extending until the month of July of the next year. In effect, the share of P1,000.00 already earns interest even it is made [sic].

"Sheriff Baliwag also failed to give defendants Mariano L. Orga and Eva R. Plantilla or myself as their Administrator the option to choose the

property or part thereof which may be levied upon sufficient to satisfy the judgment. Immediately upon making a demand for payment of the amount of P481,340.00, Sheriff Baliwag levied upon the subject landholding covered under T.C.T. No. T-87223, with an area of more than ten (10) hectares. The land is worth millions of pesos much more than the amount of P481,340.00.

"Sheriff Baliwag did not give the defendants Mariano L. Orga and Eva R. Plantilla the notice of auction sale, opting to give the notice to me only.

"Although Sheriff Baliwag formally demanded from me the payment of the total amount of P481,340.00, he failed to state in the Notice of Levy On Execution, Annex `D', and the Notice of Auction Sale, Annex `F', the amount for which the subject landholding has been levied, and for which the same shall be sold at public auction. I do not know if the Notice of Auction Sale has been published in a newspaper of general publication in Laguna."

In his Comment, respondent denied the charges against him. His averments were summarized by the Office of the Court Administrator (OCA) as follows:

"a) a copy of the Writ of Execution was sent to the defendants-spouses in their residence in the U.S.A. However, it was returned to him due to insufficient address. The address of the defendants was admitted in their answer to the complaint;

"b) notice to the complainant even without notice to the defendants-spouses is sufficient by reason of the General Power of Attorney granted by the latter to the former;

"c) he did not take it upon himself to specify the number of harvests as eight (8) per year. The issue of the number of harvest[s] per year was raised during the hearing in the RTC which pronounced that there were eight (8) harvests per year. Defendants even brought this issue before the Honorable Court of Appeals which sustained the RTC's findings. The decision of the Court of Appeals was affirmed by the First Division of the Honorable Supreme Court (Annex `2' and `3');

"d) as regards the imposition of 12% interest, he believes that there being no more usury law, the amount of 12% interest per annum is legal and that the computation thereof should start from August 1979 considering that the plaintiffs were ejected from the subject land immediately after its sale in July 1979;

"e) as to his alleged failure to give the defendants or the complainant as the administrator the option to choose which portion of the subject land will be levied upon to satisfy the judgment and [as to] the value of the levied property [being] much more than the monetary judgment, he explains that a demand letter has been sent to Col. Plantilla as Administrator. However, complainant failed to communicate