

SECOND DIVISION

[A.M. No. P-01-1447, December 13, 2001]

**MARIANO Z. DY, COMPLAINANT, VS. SOTERO S. PACLIBAR,
SHERIFF IV, REGIONAL TRIAL COURT, BRANCH 7, LEGASPI CITY,
RESPONDENT.**

RESOLUTION

DE LEON, JR., J.:

This complaint was filed by Mariano Z. Dy with the Office of the Court Administrator (OCA) against respondent Sotero S. Paclibar, Sheriff IV, Regional Trial Court (RTC), Branch VII of Legaspi City. In a memorandum dated October 19, 2000, the OCA recommended that this case be re-docketed as an administrative matter and to refer this case for further investigation. Hence, this Court referred the case to the Executive Judge of RTC, Legaspi City for investigation, report and recommendation.

Briefly, the facts of the case are as follows: Complainant Mariano Dy was the plaintiff in Civil Case No. 8867 entitled "*Mariano Z. Dy vs. Lilia S. Agu*" before the Regional Trial Court (RTC) of Legaspi City. A decision was rendered by the RTC in favor of the plaintiff and a writ of execution was subsequently issued. Respondent Paclibar, being the Branch Sheriff, implemented the writ and levied five (5) parcels of real properties of defendant Lilia S. Agu, and thereafter, sold them at public auction on December 15, 1995. Complainant was the highest bidder in said auction sale and a Certificate of Sale was issued to him. After the period of redemption expired, respondent issued in favor of complainant a "Definite Deed of Sale" (sic) dated August 5, 1998. However, when complainant went to the Office of the Register of Deeds in order to register that document, he discovered that a Certificate of Redemption dated January 16, 1997 has been executed by respondent in favor of Lilia S. Agu and recorded with the said Office. Complainant alleges that the execution of the Certificate of Redemption in favor of Lilia S. Agu, as well as the Receipt of Full Payment of the Redemption Price executed by respondent in favor of Lilia S. Agu, were falsified since it was made to appear that Lilia S. Agu redeemed the properties, subject of the auction sale, within the redemption period when in fact no redemption was made. Complainant also alleges that due to these acts of the respondent, Lilia S. Agu was able to sell three (3) out of the five (5) parcels of land to third persons to the prejudice of the complainant.

In his Answer, respondent Paclibar denied the allegations in the complaint. He claims that on January 16, 1997, the judgment debtor, Lilia S. Agu, offered to redeem the property and gave him the amount of One Hundred Three Thousand Six Hundred Pesos (P103,600.00) representing the payment of the bid price, plus twelve percent (12%) interest per annum and the expenses of execution. Consequently, respondent issued a Certificate of Redemption and had the same recorded with the Registry of Deeds. The next day, he informed complainant about the redemption. However, it was only on March 1997 that the latter responded to him. When respondent