



Republic of the Philippines
Supreme Court
Manila

EN BANC

DR. STELLA MARIE P. MABANAG,
Complainant,

A.M. No. P-23-111
[Formerly OCA IPI No. 20-5019-P]

Present:

GESMUNDO, *C.J.*,
LEONEN,
CAGUIOA,
HERNANDO,
LAZARO-JAVIER,
INTING,
ZALAMEDA,
LOPEZ, M.,
GAERLAN,
ROSARIO,
LOPEZ, J.,
DIMAAMPAO,
MARQUEZ,*
KHO, JR., *and*
SINGH, *JJ.*

- versus -

MARVIN A. RAMOS, Sheriff IV,
Branch 34, Regional Trial Court,
Balaoan, La Union,
Respondent.

Promulgated:

January 23, 2024

x-----

DECISION

LAZARO-JAVIER, J.:

The Case

This case arose from a Letter-Complaint¹ dated July 4, 2020, with

* No part due to prior participation as Court Administrator.
¹ Rollo, p. 3.

attached Affidavit² of Dr. Stella Marie P. Mabanag, M.D. (Dr. Mabanag) addressed to then Chief Justice Diosdado M. Peralta. In her letter, Dr. Mabanag accused Marvin A. Ramos (Ramos), Sheriff IV, Branch 34, Regional Trial Court of Balaoan, La Union (RTC), with misappropriating PHP 50,000.00, which the latter received for safekeeping.

Antecedents

Dr. Mabanag averred that in Civil Case No. 705 entitled "*Heirs of Luz Mabanag, et al. v. Ignacio Nerona*," the RTC rendered its Decision³ dated September 14, 2010 based on a compromise agreement, declaring her and her co-plaintiffs as co-owners of a 13,770-square meter lot in Agdeppa, Bangar, La Union.⁴

Since the case got filed in 1998 and onward, the tenants of the subject lot had not been able to remit their rental payments to her and her co-owners. The tenants were instead instructed to deposit their payments in a designated bank account.⁵ Meantime, following the finality of the aforesaid decision, she initiated the corresponding execution proceedings thereon. It was in 2019 when she met Sheriff Ramos.⁶

In March 2019, one of the tenants remitted to her brother, Dante Luis Leoncini (Leoncini), rental payments in the amount of PHP 50,000.00. It was made in the presence of Ramos of Barangay Oaqui I, Luna, La Union. Leoncini entrusted the payment to Ramos for safekeeping.⁷

After her brother's death and in the aftermath of the COVID-19 pandemic, she informed Ramos that she needed the money to pay the taxes on the property. Specifically, she relayed her request in the morning of June 24, 2020 through a text message. By 8:06 a.m., Ramos replied that he was on leave of absence. She was about to go to Ramos's house in Luna, La Union, but he called around 8:31 a.m., informing her that he was already on the road. By 5:20 p.m., she received a message from Ramos, confessing that he used the money during the COVID-19 lockdown. Ramos nonetheless promised to pay it back. Ramos claimed that he had an arrangement with Leoncini. Regarding the payment of the subject amount. Yet, her brother never mentioned to her such an arrangement. On July 2, 2020, by 9:02 a.m., she sent Ramos another text message, giving him 10 days or until July 4, 2020 within

² *Id.* at 4-6.

³ *Id.* at 36-38. Penned by Judge Manuel R. Aquino of Branch 34, Regional Trial Court of Balaoan, La Union.

⁴ *Id.* at 36.

⁵ *Id.* at 4.

⁶ *Id.*

⁷ *Id.*

which to return the money. Ramos insisted though that she must honor the agreement he had with Leoncini.⁸

In his Comment⁹ dated October 2, 2020, Ramos asserted that on March 29, 2009, he was appointed as Sheriff IV of Branch 34, RTC for Balaoan, La Union. On November 14, 2014, Atty. Hanzel Guerrero, then branch clerk of court, handed him a photocopy of the September 14, 2010 Decision in Civil Case No. 705 for its eventual execution. He kept it in one of his folders.¹⁰

On May 2017, a certain BJ Roldan (Roldan) invited him for dinner at the latter's house in Salcedo, Luna, La Union. During said dinner, a certain Adonis Delmendo (Delmendo) invited him and Roldan to his (Delmendo) house nearby. Roldan asked Delmendo if he could bring with him another friend named Leoncini. Later they had a drinking spree in the house of Delmendo. While they were drinking, Leoncini mentioned Civil Case No. 705 and asked for his assistance for the execution of the final decision rendered in said case. Leoncini told him that he was acting as the representative of his half-sister, Dr. Mabanag.¹¹

A week later, he (Ramos) and Leoncini met again at Delmendo's house. Leoncini also visited him at the RTC and sought his assistance anew in the execution of the subject decision. He (Ramos) checked the case folder bearing the trial court's order for issuance of a writ of execution and the writ of execution itself. He thus informed Leoncini of this development. Upon advice by the branch clerk of court of the RTC, Balaoan, he reminded Leoncini of the need for Dr. Mabanag, including her co-plaintiffs, to coordinate with their lawyer.¹²

Acting Leoncini's request, he (Ramos) went to Barangay Oaqui I, Luna, La Union, to inform the agricultural tenants concerned about the intended implementation of the writ of execution. He also introduced Leoncini to one of the tenants of the subject property named Frederick Fernandez (Fernandez), whose father was involved in the case. While he and Fernandez were talking, Leoncini suddenly butted in and demanded that the accumulated rent owed by Fernandez's father over the past 22 years be paid. Fernandez protested, arguing that Leoncini cannot make such demands without first securing a final computation from the Department of Agrarian Reform. Eventually though, Fernandez and the other tenants expressed their willingness to vacate the farmland they were occupying in Rissing. He later on left Leoncini and the tenants talk among themselves.¹³

⁸ *Id.* at 5.

⁹ *Id.* at 31-35.

¹⁰ *Id.* at 32.

¹¹ *Id.* at 32.

¹² *Id.*

¹³ *Id.* at 33.

On March 5, 2019, he went back to Barangay Oaqui I to talk to the remaining agricultural tenants. Fernandez informed him that the agricultural tenants already agreed to pool PHP 50,000.00 to pay off their arrears to Leoncini. Since there was no one to accept the money at that time, the tenants decided to entrust the money to him for safekeeping. He agreed to receive the amount and so they went to the barangay hall of Oaqui I where Fernandez handed him the amount in the presence of barangay officials, Domingo Maynes and Victor Narcise. He signed an acknowledgement receipt to serve as proof that he received the amount involved.¹⁴

When he (Ramos) arrived home, he immediately called Leoncini and told the latter about the PHP 50,000.00. Leoncini replied that he was in Metro Manila and that he had instructed Fernandez to leave the money with him (Ramos). During said occasion, he expressed his misgivings to Leoncini for making him a messenger, which was annoying as it was not even part of his official duties as sheriff. Leoncini apologized and promised to pick up the money from him.¹⁵

In the afternoon of March 9, 2020, while he and his driver Wilfredo Rillorta (Rillorta) were in his residence cleaning his car, Leoncini dropped by and demanded for the money. He handed the money to Leoncini, as supposedly evidenced by an Acknowledgment Receipt signed by Leoncini, and witnessed by Rillorta.¹⁶ (It appears that the so-called second "Acknowledgment Receipt, 3-9-19, 1:00 p.m." was a mere annotation inserted at the bottom portion of the first acknowledgment receipt).¹⁷

He (Ramos) did not think too much of the incident until he received a copy of Dr. Mabanag's complaint. Throughout his career, it was the first time that he heard of Dr. Mabanag's name. He never exchanged text messages with Dr. Mabanag nor even met with her in relation to Civil Case No. 705. The cellphone number shown on the screenshots attached to the complaint did not belong to him. He never admitted through text messages that he misappropriated the amount in question.¹⁸ He never had any intention to misappropriate someone else's funds, much less, defraud anyone.¹⁹

In his Urgent Motion for Early Resolution²⁰ dated January 25, 2021, Ramos emphasized that he had already filed his Comment on the complaint and begged the Office of the Court Administrator (OCA) for the early resolution of the administrative case, because he wanted to have peace of mind while reviewing for the 2021 bar examinations.

¹⁴ *Id.*

¹⁵ *Id.* at 34.

¹⁶ *Id.* at 43.

¹⁷ *Id.* at 34.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.* at 69-70.

Through their undated Entry of Appearance and Manifestation,²¹ Attys. Jake O. Leoncini and James Andrew D. Dy, on behalf of Dr. Mabanag, stated that they had received Ramos's urgent motion for early resolution, but stressed that Dr. Mabanag never received a copy of Ramos's Comment, thus, Dr. Mabanag was deprived the opportunity to file an appropriate reply thereto. Dr. Mabanag's counsel likewise manifested their intent to secure copies of the case records.²²

Eventually, through her subsequent Manifestation with Motion to Dismiss²³ dated February 4, 2022, Dr. Mabanag sought to withdraw her complaint. She stated that on December 23, 2021, Ramos came to her house and asked for forgiveness. He also brought the full amount of PHP 50,000.00 and requested that the complaint against him be dropped. Dr. Mabanag, thus, executed an Affidavit of Desistance²⁴ dated January 10, 2022. She is aware though that an affidavit of desistance will not automatically result in the dismissal of the complaint.

By Letter²⁵ dated October 5, 2022, the OCA referred the complaint to the Judicial Integrity Board (JIB).

Report and Recommendation of the JIB

By its Report²⁶ dated September 6, 2023, the JIB recommended that Ramos be found guilty of simple misconduct for receiving the PHP 50,000.00 from the tenants, sans any judicial approval; and gross misconduct for misappropriating the same, thus:

ACCORDINGLY, the Judicial Integrity Board respectfully
RECOMMENDS to the Honorable Supreme Court:

- (1) the instant administrative case against Sheriff IV Marvin A. Ramos, Branch 34, Regional Trial Court, Bolaoan, La Union, ..., be **RE-DOCKETED** as a regular administrative matter;
- (2) Sheriff IV Marvin A. Ramos be found **GUILTY** of Simple Misconduct constituting violations of the Code of Conduct for Court Personnel and be **FINED** in the amount of P60,000.00, payable within three (3) months from the time the decision or resolution is promulgated.

²¹ *Id.* at 50-53.

²² *Id.* at 51.

²³ *Id.* at 60-62.

²⁴ *Id.* at 63-64.

²⁵ *Id.* at 58.

²⁶ *Id.* at 74-90.

- (3) Sheriff IV Marvin A. Ramos be found **GUILTY** of Gross Misconduct constituting violations of the Code of Conduct for Court Personnel, and meted with the penalty of forfeiture of all or part of the benefits as the Supreme Court may determine, and disqualification from reinstatement or appointment to any public office, including government-owned or controlled corporations. Provided, however, that the forfeiture of benefits shall in no case include accrued leave credits.²⁷ (Emphasis in the original)

At the outset, the JIB emphasized that the Court retains its disciplinary authority over erring court employees notwithstanding the complainant's desistance. The JIB made the following evaluation:

Accepting money from litigants for safekeeping

The material allegations in the Administrative Complaint essentially accuse the Respondent Sheriff of misappropriating P50,000.00 that was turned over to him by virtue of his office. However, another material issue in the instant case is whether the Respondent Sheriff was, at the outset, authorized to receive money from litigants without approval from the Court.

In the Writ of Execution dated January 16, 2012, the Respondent Sheriff was directed, by the Court to cause the execution of the Compromise Agreement previously executed by the parties, relevant portions of which are reflected in the Decision dated September 14, 2010, as follows:

1. That the defendant hereby acknowledges the ownership and possession of the plaintiffs Stella Marie P. Mabanag, Oliver Nicolas P. Mabanag and Therese Geraldine P. Mabanag-Corpus over that certain parcel of land covered by TD No. 23414 in the name of Francisca Morales (now Tax Declaration No. 9344 in the name of Jacobe Ramirez) with 2m area of 13,770 square meters located at Agdeppa, Bangar, La Union.

Thus he hereby WAIVES, REPUDIATES and RENOUNCES his claim and interest over the said parcel of land in favor of the said Plaintiffs.

2. The plaintiffs Mabanags on the other hand, hereby WITHDRAW their complaint against the defendant;
3. The plaintiffs Mabanags shall relocate/segregate/subdivide their land from the property of their defendant. The basis of the relocation/ segregation shall be the sketch plans of both parties (sketch for the plaintiffs based on Bangar Cadastre, Cad. 620 D. Case 27 and Subdivision Plan of Psu-1-004730 as surveyed for Ignacio O. Nerona, Psd-1-011255) plus actual/ground survey in the presence of both parties or their representatives.

²⁷ *Id.* at 89.

4. Both parties hereby waive all claims for damages they have against each other.

From the foregoing, it is clear that no authority was given by the Court to the Respondent Sheriff, to collect rental payments from the agricultural tenants in Barangay Rissing, Bangar, La Union. While the records show that there exists an Acknowledgment Receipt for the purported transaction, fact remains that he had no authority, by virtue of the January 16, 2012 Writ of Execution, to receive P 50,000.00 on behalf of the parties in the civil case. In the Respondent Sheriff's Comment, he declared that the basis for his implementation of the said Writ was the Decision dated September 14, 2010 and Order dated December 16, 2011. No other Writ of Execution or Order commanding him to liaison for the parties, was subsequently issued by the Court.

Parenthetically, under the 2002 Revised Manual for Clerks of Court, the following are the duties and functions of a Sheriff IV:

2.2.4.1. serves and/or executes writs and processes addressed and/or assigned to him by the Court and prepares and submits returns of his proceedings;

2.2.4.2. keeps custody of attached properties or goods;

2.2.4.3. maintains his own record books on writs of execution, writs of attachment, writs of replevin, writs of injunction, and all other processes executed by him; and

2.2.4.4. performs such other duties as may be assigned by the Executive Judge, Presiding Judge and/or Branch Clerk of Court.

From the foregoing, it is evident that the Respondent Sheriff was not authorized to receive money from the litigants in Civil Case No. 705, albeit for safekeeping purposes. He was merely required to perform a ministerial duty to execute the January 16, 2012 Writ of Execution, which was to "relocate/segregate/subdivide their land from the property of the defendant."

...

As provided in the Code of Conduct for Court Personnel, a "court personnel shall not be required to perform any work or duty outside the scope of their assigned job description." Thus, his sole act of receiving money from litigants, even for safekeeping purposes, without authority from the Court, constitutes Simple Misconduct constituting violations of the Code of Conduct for Court Personnel.

...

Using P50,000.00 for his own personal gain

Anent the allegation that the Respondent Sheriff appropriated the P50,000.00, which he received from the agricultural tenants of Barangay

Rissing, Bangar, La Union, on behalf of the Complainant, for his own personal use, he must be held liable for Gross Misconduct.

...

The word "misappropriate" connotes the act of using or disposing of another's property as if it were one's own or of devoting it to a purpose or use different from that agreed upon. To misappropriate for one's own use includes not only conversion to one's personal advantage, but also every attempt to dispose of the property of another without right.

... The delivery or return of the Respondent Sheriff of the amount of P50,000.00 to the Complainant, corroborates the allegation that he indeed used the money turned over to him for safekeeping, for a different purpose. Corollary, the fact that the Respondent Sheriff asked for forgiveness when he returned the amount of P50,000.00 to the Complainant, and that his act did not cause damage or prejudice to the government, do not absolve him of any liability. These instances, coupled with the series of screenshots of alleged text message exchanges between the parties, where the Respondent Sheriff himself admitted that he used the money during the quarantine period, already constitutes substantial evidence that warrants the imposition of a disciplinary action against him. These acts of the Respondent Sheriff prove the presence of the elements of corruption, clear intent to violate the law or flagrant disregard of established rules, that constitute Gross Misconduct.²⁸

...

As for the appropriate sanctions, the JIB noted that Ramos had been previously been fined PHP 10,000.00 for simple misconduct in A.M. No. P-14-3225.²⁹ Due to this aggravating circumstance and there being no mitigating circumstances, the JIB recommended a fine of PHP 60,000.00 for simple misconduct and the penalty of dismissal with forfeiture of benefits and perpetual disqualification for gross misconduct.³⁰ The JIB further observed:

Worth stressing is that the Respondent Sheriff has shown a propensity to commit the same acts if given the opportunity. The instant case, and **A.M. No. P-14-3225**, the previous administrative case where he was found liable, exist with another pending administrative case filed against him by no other than the Office of the Court Administrator, docketed as OCA IPI No. 23-235-P, for Gross Misconduct constituting violations of the Code of Conduct for Court Personnel, Gross Dishonesty, and Neglect

²⁸ *Id.* at 82-86.

²⁹ *Linda G. Nelmida v. Marvin A. Ramos*, A.M. No. P-14-3225 [Formerly OCA IPI No. 12-3804-P], July 2, 2014:

...

The Court further resolves to ADOPT and APPROVE the findings of fact, conclusions of law, and recommendations of the Office of the Court Administrator in the attached Report dated April 7, 2014 (Annex A). Accordingly:

- (1) the complaint against Sheriff IV Marvin Ramos is RE-DOCKETED as a regular administrative matter; and
- (2) Sheriff Ramos is found GUILTY of simple misconduct and is FINED in the amount of Ten Thousand Pesos (P 10,000.00) payable to this Court within thirty (30) days from notice, with a STERN WARNING that a repetition of a similar offense shall be dealt with more severely.

³⁰ *Rollo*, p. 87.

of Duty in the Performance of Official Duty. In addition, albeit already dismissed, the Respondent Sheriff was also previously charged in two (2) other administrative cases: **A.M. No. MTJ -13-1826 (Formerly OCA IPI No. 11-2368-MTJ)**, for Gross Ignorance of the Law, Grave Misconduct, Grave Abuse of Authority, Neglect in the Performance of Duty, violation of R.A. 3019, and Manifest Partiality and Bias, and **OCA IPI No. 17-4662-RTJ**, for Grave Abuse of Authority, Grave Misconduct, and Gross Ignorance of the Law.³¹

Lastly, the JIB noted that Ramos had already been separated from the service on December 20, 2021 due to voluntary resignation.³²

Our Ruling

The Court adopts the factual findings, legal conclusions, and recommended sanctions of the JIB, with modification.

At the outset, let it be underscored that the withdrawal of the complaint or desistance by a complainant does not warrant the dismissal of an administrative complaint. The Court has an interest in the conduct and behavior of its officials and employees to ensure that justice is properly delivered to the people at all times. An affidavit of desistance will not divest the Court of its jurisdiction under Article VIII, Section 6 of the Constitution to investigate and resolve complaints against erring officials and employees of the judiciary. It bears stressing that the issue in an administrative case is not whether the complainant has a cause of action against the respondent, but whether the employee has breached the norms and standards of the courts. The disciplinary power of the Court cannot be made to depend on the whims of the complainant. To rule otherwise would undermine the discipline of court officials and personnel. The people's faith and confidence in their government and its instrumentalities must be maintained, hence, the outcome of an administrative complaint should not be subject to the whims and caprices of complainants who, in the real sense, are only witnesses. Indeed, administrative actions are not made to depend on the will of every complainant who may, for one reason or another, condone a detestable act. Such unilateral act does not bind the Court on a matter relating to its disciplinary power.³³ Here, the Court will not dismiss the complaint simply because Dr. Mabanag had filed an affidavit of desistance in the administrative case filed against Ramos.

There are two distinct acts which Ramos is administratively liable for: (1) taking the PHP 50,000.00 for safekeeping, sans any judicial approval; and (2) misappropriating the money for his personal use.

³¹ *Id.* at 88.

³² *Id.*

³³ *Escalona v. Padillo*, 645 Phil. 263, 267-268 (2010) [*Per Curiam, En Banc*].

Misconduct can either be simple or grave. *Domingo v. CSC*³⁴ is *apropos*:

Misconduct is a transgression of some established and definite rule of action, particularly, as a result of a public officer's unlawful behavior, recklessness, or gross negligence. This type of misconduct is characterized for purposes of gravity and penalty as simple misconduct.

The misconduct is grave if it involves any of the additional elements of corruption, clear willful intent to violate the law, or flagrant disregard of established rules, supported by substantial evidence.³⁵

Here, Ramos committed simple misconduct when he allowed himself to be a liaison officer of sorts between Leoncini and the agricultural tenants, specifically when he received money on behalf of one of the parties, sans any judicial approval, aside from the fact that it was not among his official duties per the 2002 Revised Manual for Clerks of Court, *viz.*:

2.2.4.1. serves and/or executes writs and processes addressed and/or assigned to him by the Court and prepares and submits returns of his proceedings;

2.2.4.2. keeps custody of attached properties or goods;

2.2.4.3. maintains his own record books on writs of execution, writs of attachment, writs of replevin, writs of injunction, and all other processes executed by him; and

2.2.4.4. performs such other duties as may be assigned by the Executive Judge, Presiding Judge and/or Branch Clerk of Court.

The pronouncement in *Ressurreccion v. Ibuna, Jr.*³⁶ is *apropos*:

Respondent's act constituted misconduct which was not a light offense. Indeed, respondent sheriff went way beyond the scope of his authority when he prepared the demand letter and served it personally on complainant. The preparation of a demand letter is not one of the sheriff's duties and functions set forth in the 2002 Revised Manual for Clerks of Court ...³⁷

On whether Ramos is guilty of gross misconduct for his supposed misappropriation of the PHP 50,000.00 he received in trust sans any judicial approval, we reckon with his defenses, to wit: a) he never exchanged text messages with Dr. Mabanag prior to her filing the complaint against him; and b) he had turned over the money to Leoncini on March 9, 2019, as supposedly witnessed by his driver, Rillorta.

³⁴ 874 Phil. 587 (2020) [Per J. Lazaro-Javier, First Division].

³⁵ *Id.* at 602-603.

³⁶ 529 Phil. 659 (2006) [Per J. Corona, Second Division].

³⁷ *Id.* at 662.

We are not persuaded.

Text messages are admissible as electronic evidence. On this score, *Asuncion v. Salvado*³⁸ illuminates:

Text messages are classified as ephemeral electronic communications under Section 1(k), Rule 2 of the Rules on Electronic Evidence; thus:

SECTION 1. *Definition of Terms.* — For purposes of these Rules, the following terms are defined, as follows:

x x x x

(k) “Ephemeral electronic communication” refers to telephone conversations, text messages, chatroom sessions, streaming audio, streaming video, and other electronic forms of communication the evidence of which is not recorded or retained.

In *Bartolome v. Maranan (Bartolome)*, the Court held that ephemeral electronic communications are admissible evidence subject to the conditions set forth in Section 2, Rule 11 of the Rules on Electronic Evidence; thus:

SECTION 2. *Ephemeral electronic communications.*
— Ephemeral electronic communications shall be proven by the testimony of a person who was a party to the same or has personal knowledge thereof. In the absence or unavailability of such witnesses, other competent evidence may be admitted[.]

x x x x

Here, complainant’s testimony as a party to the exchange of text messages is sufficient to prove the contents thereof.³⁹ (citation omitted)

Heré, Dr. Mabanag attached screenshots⁴⁰ to her verified complaint showing the thread of messages between her and Ramos. She declared under oath that “Sheriff” referred to no other than Ramos, whose messages to her included an admission that he used the money due to COVID-19 and the difficult life back then; and promised to return the money to her, thus:

Sheriff: *Doc nun kc covid ngamit ko dhil hrap buhay tas nun buhay pa c uncle dandito my usapan kmi nun kya pasenxa plitan ko nlng doc.*⁴¹

Against this positive assertion of Dr. Mabanag under oath, together with the subject electronic evidence, Ramos’s general denial must fail. More

³⁸ A.C. No. 13242 (Formerly CBD Case No. 15-4692), July 05, 2022 [*Per Curiam, En Banc*].

³⁹ *Rollo*, pp. 12-13. This pinpoint citation refers to the copy of the Decision uploaded in the Supreme Court website.

⁴⁰ *Id.* at 7.

⁴¹ *Id.*

so considering that the supposed Acknowledgment Receipt⁴² he produced, bearing the signatures of Leoncini and Ramos's driver named Rillorta has not been properly authenticated as it even appears to be equivocal, if not altogether suspect.

For one, it was merely inserted at the bottom portion of the first acknowledgment receipt executed by the tenants concerned when they entrusted the subject amount to Ramos.

For another, the supposed second acknowledgment receipt did not even indicate its subject matter and the name of the person from whom it was received.

Still another, the supposed recipient Leoncini whose alleged signature was affixed to the so-called second acknowledgment is long dead. The Dead Man's Statute⁴³ ordains that "[i]f one party to the alleged transaction is precluded from testifying by death, insanity, or other mental disabilities, the other party is not entitled to the undue advantage of giving his own uncontradicted and unexplained account of the transaction."⁴⁴

Further, Rillorta, Ramos's driver whose alleged signature was affixed to the second acknowledgment receipt as a witness did not even identify, let alone, confirm through a sworn statement, that such signature really belonged to him.

Too, despite receipt of Dr. Mabanag's Affidavit of Desistance dated January 10, 2022 and Motion to Dismiss dated February 4, 2022, Ramos did not bother to refute the damaging statements borne therein, viz.:

- ...
1. I filed a Complaint against Mr. Marvin A. Ramos, who worked as Court Sheriff in Balaoan Regional Trial Court Branch 34, La Union. (*Dr. Stella Marie P. Mabanag vs. Marvin A. Ramos, Sheriff IV Branch 34, Regional Trial Court Balaoan La Union, OCA IPI NO. 20-5019-P*) I filed a Complaint against Mr. Marvin A. Ramos, who worked as Court Sheriff in Balaoan Regional Trial Court Branch 34, La Union. (*Dr. Stella Marie P. Mabanag vs. Marvin A. Ramos, Sheriff IV Branch 34, Regional Trial Court Balaoan La Union, OCA IPI NO. 20-5019-P*)

⁴² *Id.* at 43.

⁴³ RULES OF COURT, Rule 130, sec. 23 provides that:

Sec. 23. Disqualification by reason of death or insanity of adverse party. – Parties or assignors of parties to a case, or persons in whose behalf a case is prosecuted, against an executor or administrator or other representative of a deceased person, or against a person of unsound mind, upon a claim or demand against the estate of such deceased person or against such person of unsound mind, cannot testify as to any matter of fact occurring before the death of such deceased person or before such person became of unsound mind.

⁴⁴ *Garcia v. Vda. De Caparas*, 709 Phil. 619, 632 (2013) [Per J. Castillo, Second Division].

2. I sent my Affidavit dated 06 July 2020 and attached a cover letter to Honorable Chief Justice Diosdado M. Peralta through Justice Midas Marquez dated 04 July 2020,
3. In the Affidavit, I explained that Mr. Ramos received the amount of Fifty Thousand Pesos (PHP 50,000.00) from my family's land tenants last March 2019 for safekeeping. However, we had difficulty retrieving the money because he said he used it for his personal needs and would just later pay us back.
4. On 23 December 2021, Mr. Marvin A. Ramos went to my home and asked for forgiveness. He brought with him the subject amount owed and requested to have the problem fixed.
5. Thus, I would like to respectfully inform this Honorable Office that the problem has already been solved, and I am filing this affidavit of Desistance to withdraw my complaint against Mr. Marvin A. Ramos

...

Surely, Ramos cannot benefit from Dr. Mabanag's motion to dismiss and affidavit of desistance without fully accepting the averments therein, which Ramos was deemed to have admitted by silence. Indeed, failure to comment on a charge despite the opportunity to do so amounts to admission by silence.⁴⁵

Verily, therefore, there exists substantial evidence to prove that Ramos diverted the subject amount for his personal use. albeit he should not have even accepted it in the first place. In *Judge Platil v. Mondano*,⁴⁶ a clerk of court was found guilty of gross misconduct for misappropriating funds he collected from litigants.

In sum, Ramos must be separately penalized for each of the two subject infractions in accord with Section 21 of A.M. No. 21-08-09-SC,⁴⁷ thus:

SECTION 21. *Penalty for Multiple Offenses.* — *If the respondent is found liable for more than one (1) offense arising from separate acts or omissions in a single administrative proceeding, the Court shall impose separate penalties for each offense.* Should the aggregate of the imposed penalties exceed five (5) years of suspension or P1,000,000.00 in fines, the respondent may, in the discretion of the Supreme Court, be meted with the penalty of dismissal from service, forfeiture of all or part of the benefits as may be determined, and disqualification from reinstatement or appointment to any public office, including government-owned or -controlled corporations. *Provided, however, that the forfeiture of benefits shall in no case include accrued leave credits.*

On the other hand, if a single act/omission constitutes more than one (1) offense, the respondent shall still be found liable for all such offenses,

⁴⁵ See *Tan v. Alvarico*, 888 Phil. 345, 363-364 (2020) [Per C.J. Peralta, First Division].

⁴⁶ 887 Phil. 1025, 1037 (2020) [Per Curiam, En Banc].

⁴⁷ Further Amendments to Rule 140 of the Rules of Court, February 22, 2022.

but shall, nonetheless, only be meted with the appropriate penalty for the most serious offense. (Emphasis supplied)

Simple misconduct bears the following penalties: 1) suspension from office without salary and other benefits for not less than one month nor more than six months; or 2) a fine of more than PHP 35,000.00 but not exceeding PHP 100,000.00.⁴⁸

On the other hand, gross misconduct carries the following penalties: 1) dismissal from the service, forfeiture of all or part of the benefits as the Supreme Court may determine, and disqualification from reinstatement or appointment to any public office, including government-owned or controlled corporations; 2) suspension from office without salary and other benefits for more than six months but not exceeding one year; or 3) a fine of more than PHP 100,000.00 but not exceeding PHP 200,000.00.⁴⁹

The Court notes that Ramos had voluntarily resigned effective December 20, 2021, yet, the present administrative complaint against him has not been rendered moot. *OCA v. Amor*⁵⁰ teaches:

Finally, even with Judge Amor's resignation, it does not preclude the finding of any administrative liability to which he shall still be answerable. Moreso, as his administrative liability was by virtue of his eventual conviction before the Sandiganbayan. It must be emphasized anew that cessation from office of respondent by resignation or retirement neither warrants the dismissal of the administrative complaint filed against him while he was still in the service nor does it render said administrative case moot and academic. The Court retains its jurisdiction either to pronounce the respondent official innocent of the charges or declare him guilty thereof. A contrary rule would be fraught with injustices and pregnant with dreadful and dangerous implications.⁵¹

Despite his voluntary resignation, he may still be fined and/or meted the accessory penalties. Section 18 of A.M. No. 21-08-09-SC ordains:

SECTION 18. *Penalty in Lieu of Dismissal on Account of Supervening Resignation, Retirement, or other Modes of Separation of Service.* — If the respondent is found liable for an offense which merits the imposition of the penalty of dismissal from service but the same can no longer be imposed due to the respondent's supervening resignation, retirement, or other modes of separation from service except for death, he or she may be meted with the following penalties in lieu of dismissal:

(a) Forfeiture of all or part of the benefits as the Supreme Court may determine, and disqualification from reinstatement or appointment to any public office, including government-owned or -controlled corporations.

⁴⁸ A.M. No. 21-08-09-SC, sec. 17 (2).

⁴⁹ A.M. No. 21-08-09-SC, sec. 17 (1).

⁵⁰ 889 Phil. 605 (2020) [*Per Curiam, En Banc*]

⁵¹ *Id.* at 620.

Provided, however, that the forfeiture of benefits shall in no case include accrued leave credits; and/or

(b) Fine as stated in Section 17 (1) (c) of this Rule.

For simple misconduct, Ramos should be fined PHP 60,000.00. As for gross misconduct, however, since the penalty of dismissal can no longer be imposed on him in view of his voluntary resignation, he should be fined PHP 110,000.00, with perpetual disqualification from reinstatement or employment to any public office, including government-owned or -controlled corporations.

On the payment of fines, Section 22 of A.M. No. 21-08-09-SC enunciates:

SECTION 22. *Payment of Fines.* – When the penalty imposed is a fine, the respondent shall pay it within a period not exceeding three (3) months from the time the decision or resolution is promulgated. If unpaid, such amount may be deducted from the salaries and benefits, including accrued leave credits, due to the respondent. The deduction of unpaid fines from accrued leave credit, which is considered as a form of compensation, is not tantamount to the imposition of the accessory penalty of forfeiture covered under the provisions of this Rule.

The annotation to this provision reads:

NOTES: In *Flores v. Interino* (A.M. My. P-18-3873, January 11, 2021), the Court imposed a fine on respondent because he could no longer serve the penalty of suspension previously meted on him. The Court ordered the amount of the fine (i.e., prevailing rate on her last day of work) to be “deducted from her accrued leave credits, if any, or paid directly to the Court if she does not have sufficient leave credits to cover the amount of the fine.”

To avoid confusion with the subsisting prohibition of forfeiting accrued leave credits, the provision also makes clear that the deduction of unpaid fines from accrued leave credits is considered as a form of compensation which is not tantamount to the imposition of the accessory penalty of forfeiture covered under the provisions of this Rule.⁵²

As worded, Section 22 now allows the deduction of fine from the respondent’s salaries and benefits, *including accrued leave credits*, if the same is not paid within the prescribed three-month period from promulgation of the decision or resolution. To clarify, however, this deduction is in the nature of compensation, i.e., it is merely *a manner of payment* to extinguish to the concurrent amount the obligations of persons who are reciprocal debtors and creditors of each other.⁵³ It is not tantamount to forfeiture of accrued leave credits, which is *prohibited*. The rule remains that despite their dismissal from

⁵² See <https://sc.judiciary.gov.ph/21-08-09-sc-further-amendments-to-rule-140-of-the-rules-of-court/> (Last accessed: November 27, 2023).

⁵³ See *Madecor v. Uy*, 415 Phil. 348 (2001) [Per J. Quisumbing, Second Division].

service, government employees are entitled to the leave credits that they have earned during the period of their employment, and may not be deprived of such remuneration which they have already earned prior to their dismissal.⁵⁴ Only, so as not to leave the penalty of fine unpaid, such amount may be recovered from the remuneration due to erring respondent's equivalent to the accrued leave credits they earned during their service.

In several cases, the Court applied Section 22 of A.M. No. 21-08-09-SC on the collection of fine, especially where the court personnel has already resigned, retired, or separated from service. Consider:

In *Tabao v. Cabcabin*,⁵⁵ Sheriff Cabcabin was found guilty of simple misconduct and suspended for one month and one day. Since Sheriff Cabcabin had already optionally retired, he was meted a fine instead, chargeable against his retirement benefits. The Court explained:

Under Section 47 of the RRACS, payment of fine in place of suspension is allowed when the respondent committed the offense without abusing the powers of his position or office. The same provision adds that payment of fine in lieu of suspension shall be available in less grave offenses where the penalty imposed is less than 6 months or less at the ratio of 1 day of suspension from the service to 1 day fine. In this case, the Court adopts the P5,000.00 fine recommended by the Investigating Judge, there being no showing that Sheriff Cabcabin abused his authority when he issued the questioned certification of voluntary surrender, and considering that he was very sorry and apologetic for not having been extra careful in the performance of his duties. However, since he has filed an application for optional retirement effective at the end of December 2015, it is no longer viable to indicate that he should be sternly warned for repetition of the same act.⁵⁶

In *Flores v. Interino*,⁵⁷ *Interino*, a clerk, was originally suspended for neglect of duty. Since *Interino* had already resigned before the penalty was meted, the penalty of suspension was converted to a fine to be deducted from her accrued leave credits:

Considering that it is indeed no longer possible for respondent to serve the penalty of suspension meted out upon her in the Resolution dated September 17, 2018, the Court adopts and approves the OCA's recommendation to impose instead a Fine equivalent to her salary for one (1) month and one (1) day to be computed based on the prevailing rate on her last day at work and to be deducted from her accrued leave credits, if any, or paid directly to the Court if she does not have sufficient leave credits to cover the amount of the fine. ...

⁵⁴ *Paredes v. Padua*, 471 Phil. 31, 32 (2004) [Per J. Panganiban, *En Banc*].

⁵⁵ 785 Phil. 335 (2016) [Per J. Peralta, Third Division].

⁵⁶ *Id.* at 348-349.

⁵⁷ A.M. No. P-18-3873 (Formerly OCA IPI No. 18-4858-P). January 11, 2021 [Per J. Inting, Third Division].

Meanwhile, in the January 2023 case of *Santiago v. Fernando*,⁵⁸ the Court *En Banc* adjudged utility worker Romelito G. Fernando (Fernando), guilty of two counts of gross insubordination and one count of gross misconduct. Considering, however, that Fernando had already been dropped from the rolls due to AWOL in 2017, the Court, applying Section 18 of the Revised Rule 140, meted the following penalties, in lieu of dismissal: (1) for the first charge of gross insubordination, forfeiture of all benefits, except accrued leave credits, and disqualification from reinstatement or appointment to any public office including government-owned or controlled corporations; (2) for the second charge of gross insubordination, fine of PHP 150,000.00; and (3) for the third charge of gross misconduct, fine of PHP 150,000.00. Per Section 22 of Revised Rule 140, if the fines remain unpaid after three months from promulgation of the Resolution, the amount shall be deducted from Fernando's salaries and benefits, including accrued leave credits.

Further, in the more recent case of *Usama v. Tomarong*⁵⁹ (March 2023), Judge Tomarong was fined a total of PHP 220,000.00, for two counts of gross ignorance of the law and two counts of gross misconduct, in lieu of suspension in view of his optional retirement. The Court *En Banc*, again ordered that in case of Judge Tomarong failure to pay the fine within three months from promulgation of the judgment, the same shall be deducted from his retirement benefits, including accrued leave credits.

Here, the Court adopts the approach in *Santiago* and *Usama*, that is, Ramos shall be first directed to pay the total fine of PHP 170,000.00 within three months from promulgation of this Decision. If he is unable to pay, the fine shall be deducted from his monetary benefits, including accrued leave credits, which he has earned by reason of his government service.

ACCORDINGLY, MARVIN A. RAMOS, Sheriff IV, Branch 34, Regional Trial Court, Balaoan, La Union, is found **GUILTY** of **SIMPLE MISCONDUCT**, for which he is **FINED** PHP 60,000.00. Further, he is found **GUILTY** of **GROSS MISCONDUCT**, for which he is **FINED** PHP 110,000.00, in lieu of dismissal from the service, with perpetual disqualification from reinstatement or employment to any public office, including government-owned or-controlled corporations.

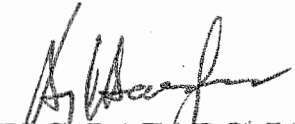
MARVIN A. RAMOS is **DIRECTED** to **PAY** the total sum of PHP 170,000.00 directly to the Court within a period not exceeding three months from promulgation of this Decision. Should he fail to do so, such amount shall be deducted from his salaries and benefits, including his accrued leave credits which he has earned by reason of his government service.

This Decision is immediately executory.

⁵⁸ A.M. No. P-22-053 (Formerly OCA IPI No. 15-4466-P), January 17, 2023 [Per J. Rosario, *En Banc*].

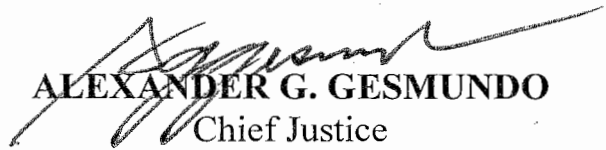
⁵⁹ A.M. No. RTJ-21-017 [Formerly OCA IPI No. 19-4935-RTJ], March 08, 2023 [Per J. Rosario, *En Banc*].

SO ORDERED.



AMY C. LAZARO-JAVIER.
Associate Justice

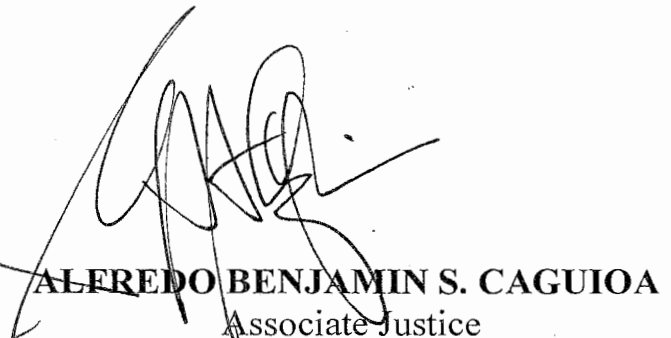
WE CONCUR:



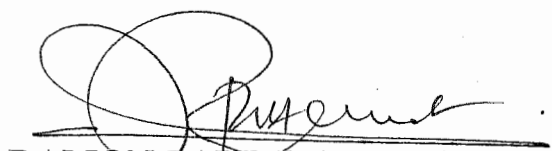
ALEXANDER G. GESMUNDO
Chief Justice




MARVIC M.V.F. LEONEN.
Senior Associate Justice



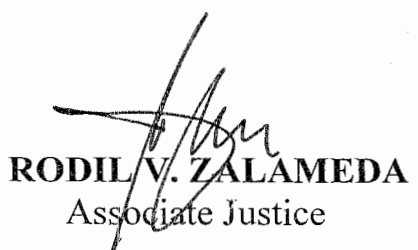
ALAREDO BENJAMIN S. CAGUIOA
Associate Justice



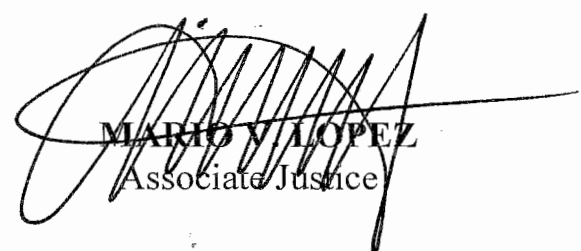
RAMON PAUL L. HERNANDO
Associate Justice



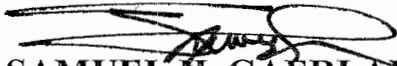
HENRI JEAN PAUL B. INTING
Associate Justice

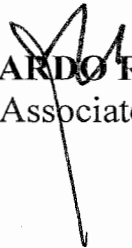


RODIL V. ZALAMEDA
Associate Justice

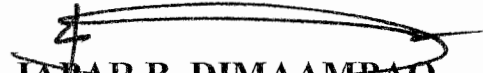


MARIO V. LOPEZ
Associate Justice

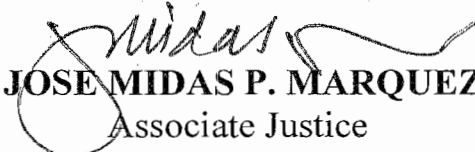

SAMUEL H. GAERLAN
Associate Justice

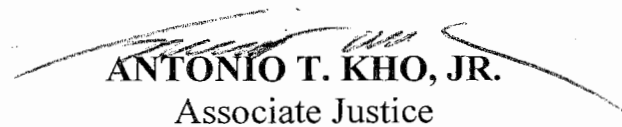

RICARDO R. ROSARIO
Associate Justice



JHOSEP Y. LOPEZ
Associate Justice


JAPAR B. DIMAAMPAO
Associate Justice

*No part due to prior participation
as CITA Administrator*


JOSE MIDAS P. MARQUEZ
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice


MARIA FILOMENA D. SINGH
Associate Justice

