



Republic of the Philippines  
Supreme Court  
Manila

EN BANC

RICHARD CARINGAL,  
Complainant,

A.M. No. MTJ-23-019  
[Formerly JIB FPI No. 21-043-  
MTJ]

Present:

- versus -

JUDGE CORNELIO A. SY,  
PRESIDING JUDGE,  
MUNICIPAL TRIAL COURT,  
SAN JOSE, OCCIDENTAL  
MINDORO,

Respondent.

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

Promulgated:  
February 27, 2024

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DECISION

LAZARO-JAVIER, J.:

Complainant Richard Caringal (Caringal) charged respondent Judge Cornelio A. Sy (Judge Sy) with gross misconduct, gross incompetence, and gross ignorance of the law for allegedly allowing Atty. Darwin Luminate (Atty. Luminate) to enter into a compromise agreement with Marcelo Claveria

(Claveria) and Delia Culla (Culla) in Civil Case No. 1671 without a special power of attorney from Caringal himself as the winning party; and declaring Civil Case No. 1671 closed and terminated notwithstanding that the final and executory judgment issued by Branch 46, Regional Trial Court, San Jose, Occidental Mindoro (RTC) has not been fully satisfied yet.<sup>1</sup>

Caringal essentially alleged that Claveria and Culla borrowed PHP 500,000.00 from him secured by a promissory note and a *Kasunduan* dated December 15, 2015. When Claveria and Culla failed to pay, he brought the matter to the office of the barangay. There, the parties signed an agreement denominated as “*PAGHAHARAP*” where Claveria and Culla agreed to pay their PHP 500,000.00 loan.<sup>2</sup>

Despite this agreement, Claveria and Culla continued to default in their payment. Consequently, he (Caringal) obtained from the barangay a certificate to file action against them. On July 7, 2017, he filed with the Municipal Trial Court, San Jose, Occidental Mindoro (single sala) (MTC) a petition for a writ of execution to enforce the terms of the aforesaid *PAGHARARAP*. On November 13, 2018, Judge Sy, as presiding judge, dismissed the complaint in view of the supposed doubtful veracity of the barangay documents attached to the petition.<sup>3</sup>

On appeal, the RTC reversed and held that pursuant to Section 417 of Republic Act No. 7160, otherwise known as the Local Government Code, an amicable settlement or arbitration award may be executed at the level of the Lupon within six months from the date of the settlement. Thereafter, the settlement may be enforced by filing the appropriate action before the court. The RTC thus remanded the case to the MTC, San Jose, for the issuance of a writ of execution against Claveria and Culla; and to enforce the parties’ agreement or *PAGHAHARAP*.<sup>4</sup>

On May 17, 2021, Caringal went back to the MTC for the implementation of the foregoing decision. Per his Order dated May 20, 2021, Judge Sy granted his motion for issuance of writ of execution, and in his subsequent Order set the case for “Pre-Execution Conference” on October 18, 2021.<sup>5</sup>

Caringal did not attend the pre-execution conference despite notice. He claims though that during the conference, Judge Sy influenced his (Caringal’s) counsel, Atty. Luminate, to accept the PHP 500,000.00 cash offered by Claveria and Culla as full satisfaction of his claim despite Atty. Luminate’s alleged lack of special authority to enter into any kind of compromise

<sup>1</sup> *Rollo*, pp. 2–5.

<sup>2</sup> *Id.* at 2.

<sup>3</sup> *Id.* at 2–3.

<sup>4</sup> *Id.* at 3.

<sup>5</sup> *Id.* at 3–4.

agreement on his behalf. While PHP 500,000.00 was the full amount of the principal loan, interest was also due him from Claveria and Culla.<sup>6</sup>

Lastly, upon learning that his (Caringal) counsel, Atty. Luminante, accepted the PHP 500,000.00, he filed a protest-letter before the MTC. He denied giving Atty. Luminante authority to accept the PHP 500,000.00, sans payment of interest, on his behalf.<sup>7</sup>

Subsequently, his counsel, Atty. Luminante, filed a Motion to Withdraw as Counsel with Manifestation, stating that his withdrawal was triggered by Caringal's refusal to confirm his authority to accept the PHP 500,000.00 and treat the same as full satisfaction of his claims against Claveria and Culla. He nonetheless deposited the PHP 500,000.00 in his bank account (Atty. Luminante).<sup>8</sup>

For his part, Judge Sy countered that his actions were never motivated by any corrupt motive. Cases should come to an end after a final judgment, and not drag on indefinitely.<sup>9</sup> He issued the writ of execution in Civil Case No. 1671 way back on May 24, 2021. The Office of the Clerk of Court (OCC), however, initially refused to receive the writ of execution, allegedly because the officer in charge was absent and the writ might only remain unimplemented. But when the matter was brought to the attention of an RTC Judge, the OCC finally accepted the writ of execution on June 10, 2021, albeit it remained unimplemented for four months or from June 2021 to October 2021.<sup>10</sup>

On October 11, 2021, Claveria and Culla manifested their willingness to comply with the writ of execution via a motion for compliance on the writ of execution. Considering the continuous refusal of the OCC or the sheriff to perform their duty to implement the writ, Judge Sy scheduled the case for a pre-execution conference on October 18, 2021 purposely to afford the parties the opportunity to arrive at a resolution of the case and save time, instead of waiting in vain for the action of the OCC or the sheriff. The parties were duly notified of the scheduled conference but only Claveria, his counsel, and Caringal's counsel, Atty. Luminante, attended. Caringal himself did not attend.<sup>11</sup>

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<sup>6</sup> *Id.* at 4.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.* at 34-35.

<sup>9</sup> *Id.* at 26-27.

<sup>10</sup> *Id.* at 24.

<sup>11</sup> *Id.* at 25.

During the pre-execution conference, Claveria and his counsel offered to pay Caringal the judgment amount of PHP 500,000.00 in compliance with the writ of execution.<sup>12</sup> Caringal's counsel on record, Atty. Luminate, accepted the money in open court. Consequently, Judge Sy issued an Order<sup>13</sup> dated October 18, 2021 declaring the case closed and terminated.<sup>14</sup>

On October 28, 2021, Atty. Luminate filed a Motion to Withdraw as Counsel with Manifestation, informing the court of Caringal's refusal to accept what transpired during the pre-execution conference. He, nonetheless, deposited the PHP 500,000.00 to Caringal's bank account.<sup>15</sup>

Neither Caringal, nor the lawyer (Atty. Alfredo A. Castillo [Atty. Castillo]) who notarized the present administrative complaint was present during the pre-execution conference. As an aside, the aforementioned notary public was already suspended before for gross immoral conduct.<sup>16</sup>

The allegation that he (Judge Sy) influenced Atty. Luminate to accept the PHP 500,000.00 cash is a misrepresentation of what actually transpired during the pre-execution conference. He merely asked Atty. Luminate if he would accept the PHP 500,000.00, which Atty. Luminate did.<sup>17</sup>

He recalls that Caringal's wife once attempted to give him one sack of rice, but he declined. He knew it was a trap because Caringal later confronted him why he ordered the dismissal of the case.<sup>18</sup>

Judge Sy refuses to commit illegal practices. He strictly lives by this principle, because as a judge, it makes him an easy target by those who get frustrated due to his refusal to cooperate in illegal and unethical activities. Worse, he becomes the subject of baseless administrative complaints, including the present case.<sup>19</sup>

He follows three rules to enhance the honor and integrity of the court, *viz.*: (1) never ask or demand money from litigants and their counsel; (2) never give a hint that he is soliciting; and (3) never expect anything after disposing of a case.<sup>20</sup> During a seminar in 2012, he discussed these rules, and he received a commendation letter from Chief Justice Reynato Puno.<sup>21</sup>

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<sup>12</sup> *Id.* at 27.

<sup>13</sup> *Id.* at 33.

<sup>14</sup> *Id.* at 24 and 33.

<sup>15</sup> *Id.* at 26.

<sup>16</sup> *Id.* at 25 and 27.

<sup>17</sup> *Id.* at 25.

<sup>18</sup> *Id.* at 24.

<sup>19</sup> *Id.* at 27.

<sup>20</sup> *Id.*

<sup>21</sup> *Id.* at 36.

Despite the baseless attacks against his honor, he continues to serve justice to the people within his jurisdiction. He is not only protecting his own honor, but that of the judiciary of which he is a humble member.<sup>22</sup>

**Report and Recommendation of the  
Judicial Integrity Board - Office of the Executive Director  
(JIB – OED)**

The JIB-OED received a letter from one Ernesto F. Jaravata who expressed his high respects for Judge Sy; and vouched for his integrity and fairness in handling the cases assigned to his sala.<sup>23</sup>

Through its Report and Recommendation<sup>24</sup> dated June 20, 2023, the JIB-OED recommended the dismissal of the administrative complaint against Judge Sy. It found that Judge Sy was justified in acknowledging the supposed authority of Atty. Luminate to represent Caringal during the pre-execution conference and his acceptance of the PHP 500,000.00 in full satisfaction of Caringal's rights and claims under the *PAGHAHARAP*. It emphasized that a lawyer is presumed to have the authority to appear and act on behalf of his client; and no written authority is required to be presented.<sup>25</sup>

As for the allegation that Judge Sy influenced Atty. Luminate to accept the PHP 500,000.00 offered by Claveria and Culla as full payment of Caringal's claim, the JIB-OED found that Caringal's allegation remained unsupported by substantial evidence, thus, insufficient to hold Judge Sy administratively liable.<sup>26</sup>

**Report and Recommendation of the Judicial Integrity Board (JIB)**

In its Report and Recommendation<sup>27</sup> dated August 4, 2023, the JIB recommended that the case be re-docketed as a regular administrative matter against Judge Sy. It found Judge Sy guilty of gross ignorance of the law and recommended a PHP 200,000.00 fine to be imposed on him. It held that Judge Sy violated the doctrine of immutability of judgment when he allowed Claveria and Culla to pay PHP 500,000.00 supposedly in full satisfaction of the final and executory judgement and writ of execution issued in Civil Case No. 1671. He disregarded the required payment of accrued interest and altered the terms of the judgment.<sup>28</sup>

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<sup>22</sup> *Id.*

<sup>23</sup> *Id.* at 49.

<sup>24</sup> *Id.* at 83–88.

<sup>25</sup> *Id.* at 86–87.

<sup>26</sup> *Id.* at 88.

<sup>27</sup> Unpaginated; Report and Recommendation dated August 4, 2023.

<sup>28</sup> *Id.* at 94–98.

By Resolution<sup>29</sup> dated August 22, 2023, the Court resolved to re-docket the instant administrative complaint as a regular administrative matter against Judge Sy.

### Our Ruling

*Judge Sy is not guilty of gross ignorance of the law, gross misconduct, or gross incompetence*

To begin with, the present administrative action is premised on the erroneous notion that there was a reduction of the judgment amount during the execution stage and that it was pursued by Judge Sy, albeit complainant's lawyer then present did not supposedly bear the client's authority to compromise the case.

To clarify, the subject agreement denominated as *PAGHAHARAP* states:

- i. The parties would continue to respect their agreement executed before Notary Public Atty. Alfredo A. Castillo;
  - ii. Defendant Claveria would pay the debt in the amount of Five Hundred Thousand [PHP] 500,000.00) Pesos in favor of [the] [Caringal]<sup>30</sup>
- ....

Further, the writ of execution provides:<sup>31</sup>

### WRIT OF EXECUTION

TO: THE SHERIFF  
OCC, San Jose, Occidental Mindoro

GREETINGS.

WHEREAS, on January 20, 2020, Hon. Gay Marie F. Lubigan-Rafael, Judge of Regional Trial Court, Fourth Judicial Region, Branch 46 issued a Decision, the dispositive portion of which states:

<sup>29</sup> *Id.* at 101.

<sup>30</sup> *Id.* at 8

<sup>31</sup> *Id.* at 16-17.

"WHEREFORE, in view of the foregoing, the Judgment dated September 13, 2018 of the Municipal Trial Court, San Jose, Occidental Mindoro is hereby **reversed and set aside** and Motion for Issuance of Writ of Execution Pursuant to the Provisions of the Katarungang [Punong Barangay] Law dated July 7, 2017 filed by Richard Caringal is **granted**.

Further, the case is remanded to the Municipal Trial Court, San Jose, Occidental Mindoro for the issuance of writ of execution in accordance with the contents of the "PAGHAHARAP" dated November 11, 2016 and for this purpose the Branch Clerk of Court is directed to transfer the records of this case to the said court.

SO ORDERED."

**WHEREAS**, on May 17, 2021, an Ex-parte Motion for Issuance of Writ of Execution was filed by [Caringal], and prayed that the necessary Writ of Execution be issued to satisfy the above-mentioned Decision, and for all legal effects and purposes. Other remedies equitable within the premises are also prayed for.

**WHEREAS**, on May 20, 2021, after hearing on the Ex-parte Motion filed by the plaintiff, the said motion is granted and the court orders issuance of Writ of Execution in accordance with the contents of the "PAGHAHARAP" dated November 22, 2016 and as directed by Hon. Gay Marie F. Lubigan-Rafael in her Decision reversing the Judgment of the court a quo.<sup>32</sup> (Emphasis in the original)

As borne by the *PAGHAHARAP* and the writ of execution, the judgment amount is PHP 500,000.00 which was exactly the same amount accepted by Caringal's lawyer in full satisfaction thereof. Except for the subsequent unsubstantiated claim of Caringal's lawyer that he was ordered by Judge Sy to accept the amount and Caringal's insistence that he did not authorize his lawyer to agree to a reduced amount as full settlement of the judgment in his favor, there is no showing what the supposed reduction was all about. If any, much less, the reason for the supposed need for a special authorization for Caringal's lawyer to accept the amount in question during the execution stage. Notably, there is no provision in the *PAGHAHARAP* requiring them to pay any further amount, even supposed interest on the loan. Too, Caringal failed to explain why he claims that the payment of PHP 500,000.00 during the execution stage is deficient.

The Court therefore rules that the actions of Judge Sy cannot be faulted pertinent to the execution of the *PAGHAHARAP* in Civil Case No. 1671, specifically in recognizing the authority of Atty. Luminante to accept the full judgment amount, and thereafter, in declaring the case as closed and terminated.

<sup>32</sup> *Id.* at 16.

Sec. 21 of the Rules of Court ordains that an attorney is “presumed to be properly authorized to represent any cause in which he [or she] appears, and no written power of attorney is required to authorize him to appear in court for his client.”<sup>33</sup>

On this score, we quote with approval the relevant disquisition of the JIB-OED, *viz.*:

Given the problem respondent Judge has with the implementation of the [writ] of execution, he cannot be blamed for seeing the motion of the defendants as an opportunity for the early and convenient means of enforcing the decision. He did what this Office believes is the next best thing, which is to schedule the case for a conference. During that conference, Atty. Luminate, the counsel of record of complainant, accepted the amount of [PHP] 500,000.00 as full satisfaction of the decision. Respondent Judge cannot be faulted if Atty. Luminate did not demand the payment of interest since he is justified in presuming Atty. Luminate was fully empowered to act in behalf of complainant even without a Special Power of Attorney. He was not aware of the conflict between Atty. Luminate and complainant as to doubt Atty. Luminate’s authority to accept the defendants’ offer.<sup>34</sup>

In any event, it is true that Caringal submitted a handwritten note to the MTC, *viz.*:

Kagalang galang na Hukom Cornelio Sy, nabalitaan po naming mag-asawa yong nangyaring aregluhan kanina sa post-execution hearing. Hindi po kami pumapayag, at lalong hindi po naming pinapayagan si Atty. Luminate na pumasok at magdesisyon sa anumang aregluhan.

Dahil dito[,] ang aregluhan na nangyari kanina ay walang bisa.<sup>35</sup>

and his lawyer filed a withdrawal of appearance, thus:<sup>36</sup>

**Motion to Withdraw as Counsel with  
Manifestation**

COUNSEL, unto this [honorable] court, most respectfully [states] that:

1. Due to the letter of the plaintiff informing the court that, in essence, he is not respecting what transpired during the pre-execution conference where defendant paid the amount of [PHP] 500,000.00 pursuant to the judgment of appellate court and, consequently, refuses to accept the judgment money. The undersigned counsel was constrained to deposit under plaintiff’s name the said amount in order to release the counsel of any liability or responsibility in keeping the money and to show good faith;

<sup>33</sup> See Gomez v. People, 889 Phil. 915, 956-957 (2020) [Per J. Gesmundo, *En Banc*].

<sup>34</sup> *Rollo*, p.87.

<sup>35</sup> *Rollo*, p.21.

<sup>36</sup> *Id.* at 34-35.

2. Due to plaintiff's absence in the hearing though notified, the money was accepted by the counsel following the order of the honorable [Court] and believing also that doing so would protect plaintiff's rights and interest in this case. Prior to the said hearing, plaintiff did not meet the undersigned counsel, neither consulted on the phone or other means of communication in order to relay his intention not to accept the money;
3. Prescinding therefrom, the undersigned counsel withdraws his appearance for the plaintiff for these reasons[.]

But these circumstances, standing alone, do not merit the recall of the Order dated October 18, 2021, deeming the case closed and terminated. The same were not even motions which the court itself was required to resolve. Judge Sy therefore cannot be expected to recall his aforesaid order on the basis alone of these submissions, more so in view of the long delay already entailed in the execution of the judgment award starting from the barangay level in November 2016 until its final termination only in October 2021.

In any event, Caringal mentions for the first time here that full satisfaction of the judgment amount should also cover the payment of interest.

On this point, *Robles v. Timario*<sup>37</sup> is apropos:

Considering that the dispositive part of both of the decisions of the Court of First Instance in Civil Case No. 3015, and of the Court of Appeals in CA-G (sic), G.R. No. 17320-R, contain no provision on the interest to be paid on the judgement, we hold that it is beyond the power of the respondent court to issue a writ of execution for the payment of the principal obligation with the interest thereon, because the amount of the interest was not included in both judgments of the Court of First Instance and the Court of Appeals

Further, the imputation of bad faith against Judge Sy for calling the case to a pre-execution conference is most unfair. His initiative in doing so deserves commendation rather than condemnation. His explanation on why he called the case to a pre-execution conference is well taken, *viz.*:

I have been having problems with Writs of Execution that the OCC would refuse to receive nor act on it. And my solution, as in this case, is to schedule the case for pre-execution conference, thinking it might help the parties come up with immediate solution.

When Pedro dela Torre was unable to have the case executed or even received by the OCC, I thought I would be helping the parties come up with a settlement. So, I scheduled it for pre-execution conference after a motion was filed by Atty. Jaravata, counsel for respondent. We notified the parties and their counsels .... The respondent Claveria and counsel Atty. Ernesto Jaravata appeared as well as Atty. Darwin Luminate, counsel for the plaintiff. The plaintiff failed to appear despite notice. During the hearing on pre-execution conference, the respondent Claveria and counsel offered to pay the

<sup>37</sup> See G.R. No. L-1391, April 28, 1960 [Per J. Labrador, *En Banc*].

[PHP] 500,000.00 in cash and the counsel for plaintiff accepted the money in open court. That I prevailed upon the counsel (Atty. Luminate) for the plaintiff to accept the cash of [PHP] 500,000.00 is a big lie. I thought I was doing the plaintiff some favor in scheduling the case for pre-execution conference. When the court called the case, the respondent xxx offered the money and the counsel accepted it, counted it, and the court issued an order finally disposing the case. The assertion that I prevailed upon the counsel to accept the money, is a lie. Coming from Atty. Castillo and Mr. Caringal who were not present during the hearing called by the court for pre-execution conference. I simply asked the counsel, Atty. Luminate if he will accept the money and he accepted it. There is certainly no corruption issues there. The [PHP] 500,000.00 is now in possession of the plaintiff which was deposited to his PNB account by his counsel, Atty. Darwin Luminate ... The Writ of Execution was finally received by the OCC [on] June 10, 2021, but did not act on it. Then we received a motion for compliance on the Writ of Execution on October 11, 2021 and the court scheduled the case for pre-execution conference thinking the parties may come up with good settlement. Counting from June 10, 2021 to October 18, 2021, wherein the Sheriff of OCC did not act on the Writ of Execution, xxx roughly four (4) months.

This case is not the first that I schedule for pre-execution conference because of the problem that we always encounter at the OCC who refuses to receive Writs of Execution. Thinking of ways to help the litigants settle the execution stage, this pre-execution conference is a big help in settling cases. There is nothing illegal in looking for ways to settle the remaining issues through this mode. In this case, there was already a problem even with Pedro dela Torre doing his best to have the OCC receive the Writ of Execution, but could not, so when the RTC learned about it, the OCC finally received it. xxx

....

I beg the indulgence of the Court for my long comment, but I must explain my side to the fullest. It is not ignorance of the law when you try your best to help parties settle remaining issues, especially when the execution stage seems problematic itself, which is our problem since when. And in order to address the problem of execution, we have to devise this pre-execution conference to help the parties settle peacefully minus the execution stage which is and has always been problematic in San Jose Municipal Trial Court. The fact that the plaintiff and his counsel on record is not on talking terms, is not the fault of the undersigned. The [PHP] 500,000.00 was received by the counsel on record. Whatever problem the plaintiff has with his counsel on record is private to them and we know not. We didn't know, if any, that the counsel and his client has problem.<sup>38</sup>

In fine, the charges against Judge Sy for gross ignorance of the law gross incompetence, and grave misconduct should be dismissed for utter lack of merit.

<sup>38</sup> *Id.* at 25–26.

Another. The charges against Judge Sy for gross ignorance of the law, gross misconduct, and gross incompetence are all judicial in nature. Caringal could have filed a motion for reconsideration or a *certiorari* case against the Order dated October 18, 2021. But this he did not do. Instead, he opted to file an administrative case against Judge Sy which consequently disrupted the performance of the latter's judicial duties, unnecessarily clogged this Court's docket, no less, needlessly drained the resources of the Court in resolving it, but also sowed the seed of distrust of the public against Judge Sy as a member of the judiciary.<sup>39</sup>

In *Tallado v. Racoma*,<sup>40</sup> the Court reiterated that "disciplinary proceedings and criminal actions against judges are not complementary or suppletory to, nor a substitute for, judicial remedies, whether ordinary or extraordinary. For, obviously, if subsequent developments prove the judge's challenged act to be correct, there would be no occasion to proceed against him at all. Besides, to hold a judge administratively accountable for every erroneous ruling or decision he renders, assuming he has erred, would be nothing short of harassment and would make his position doubly unbearable. To hold otherwise would be to render judicial office untenable, for no one called upon to try the facts or interpret the law in the process of administering justice can be infallible in his judgment. It is only where the error is tainted with bad faith, fraud, malice, or dishonesty that administrative sanctions may be imposed against the erring judge."<sup>41</sup>

Verily, therefore, Caringal should be required to show cause why he should not be cited in indirect contempt of court for filing the present administrative case, instead of pursuing the judicial remedies available to him under the law and the rules.

***The Clerk of Court and Sheriff of the OCC, MTC, San Jose, Occidental Mindoro is directed to show cause why no disciplinary action should be taken against them for inefficiency and gross neglect of duty.***

Sheriffs ought to know that they have a sworn responsibility to serve writs of execution with utmost dispatch. When writs are placed in their hands, it is their ministerial duty to proceed with reasonable celerity and promptness to execute them in accordance with their mandate. Unless restrained by a court order, they should see to it that the execution of judgments is not unduly delayed. Their unreasonable failure or neglect to perform such function constitutes inefficiency and gross neglect of duty.<sup>42</sup>

<sup>39</sup> *Tallado v. Racoma*, A.M. No. RTJ-22-022, August 23, 2022 [Per J. Singh, *En Banc*].

<sup>40</sup> *Id.*

<sup>41</sup> *Id.*

<sup>42</sup> See *Legaspi v. Tobillo*, 494 Phil. 229, 238 (2005) [Per J. Chico-Nazario, Second Division].

In serving court writs and processes and in implementing court orders, sheriffs cannot afford to procrastinate without affecting the efficiency of court processes and the administration of justice. Given their important functions as frontline representatives of the justice system, they should be imbued with a sense of professionalism in the performance of their duties. When they lose the people's trust, they diminish the people's faith in the judiciary.<sup>43</sup>

Surely, Sheriffs are mandated to immediately implement the writs of execution placed in their hands. In the present case, the Sheriff of the OCC, MTC, San Jose, Occidental Mindoro never implemented the writ of execution. Had Judge Sy not scheduled the Civil Case No. 1671 for pre-execution conference, the judgment in favor of Caringal would have never been satisfied, and Caringal left waiting in vain for the satisfaction of his claims.

As for the Clerk of Court of the OCC, MTC, San Jose, Occidental Mindoro, Socorro G. Gorospe was remiss in her duty to ensure the timely implementation of the writ of execution by the Sheriff under his or her supervision.

In *Olympia-Geronilla v. Montemayor*,<sup>44</sup> the Court found Clerk of Court Atty. Luningning Y. Centron administratively liable for her failure to take a more decisive action against Sheriff Ricardo V. Montemayor, Jr.'s unwarranted refusal to enforce the Municipal Circuit Trial Court's Decision in favor of Eleanor Olympia-Geronilla and Emma Olympia-Gutierrez. Although she may have advised and/or reminded Sheriff Montemayor with respect to the performance of his duties, her apparently lackadaisical attitude in this matter evinces a similar failure on her part to perform her duty of effectively supervising him. Instead of taking Sheriff Montemayor's stance that a resurvey should be conducted on the subject property based on his groundless belief that a portion thereof should be excluded from the judgment, she should have firmly reminded him of his mandated ministerial task of implementing writs promptly and expeditiously, and that he had no discretion with regard to the merits of the judgment. Atty. Centron's failure in this regard renders her administratively liable for simple neglect of duty.

In fine, the Court finds it proper to direct both the Clerk of Court and Sheriff of the OCC, MTC, San Jose, Occidental Mindoro to show cause why no disciplinary action should be taken against them for inefficiency and neglect of duty.

<sup>43</sup> *Id.* at 241.

<sup>44</sup> See *Olympia-Geronilla v. Montemayor*, 810 Phil. 1-14 (2017) [Per J. Perlas-Bernabe, First Division].

**ACCORDINGLY**, the Administrative Complaint against respondent Judge Cornelio A. Sy, Presiding Judge, Municipal Trial Court, San Jose, Occidental Mindoro is **DISMISSED** for utter lack of merit.

The complainant Richard Caringal is **ORDERED** to **SHOW CAUSE** within 10 days from notice why he should not be cited for indirect contempt of court for filing a premature complaint against Judge Cornelio A. Sy intended to harass or vex the latter.

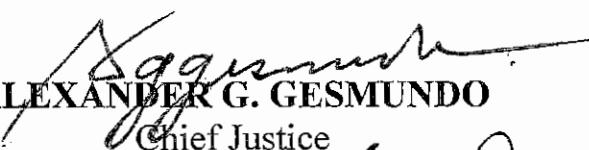
The Clerk of Court and Sheriff of the Office of Clerk of Court, Municipal Trial Court, San Jose, Occidental Mindoro are **ORDERED** to **SHOW** cause within 10 days why no disciplinary action should be taken against them for inefficiency and neglect of duty.

**SO ORDERED.**

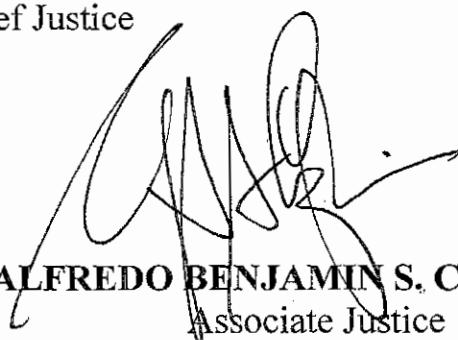


AMY C. LAZARO-JAVIER  
Associate Justice

**WE CONCUR:**



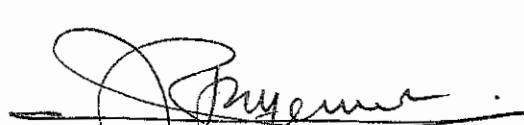
**ALEXANDER G. GESMUNDO**  
Chief Justice



**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice



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



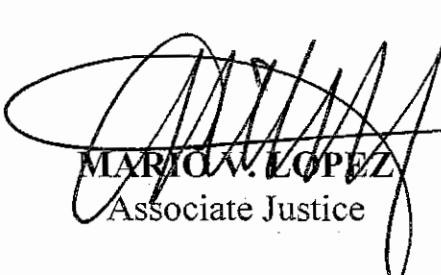
**RAMON PAUL L. HERNANDO**  
Associate Justice



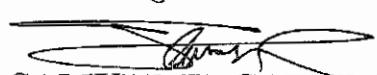
**HENRI JEAN PAUL B. INTING**  
Associate Justice



**RODIL V. ZALAMEDA**  
Associate Justice



**MARIO V. LOPEZ**  
Associate Justice



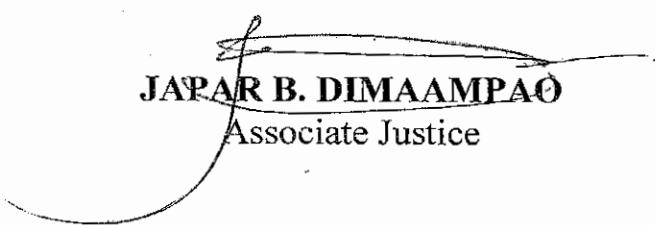
**SAMUEL H. GAERLAN**  
Associate Justice



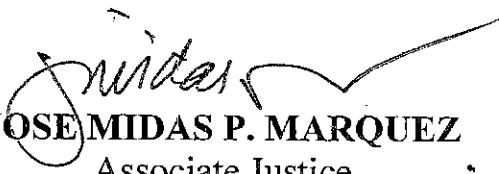
**RICARDO R. ROSARIO**  
Associate Justice



**JHOSEP Y. LOPEZ**  
Associate Justice



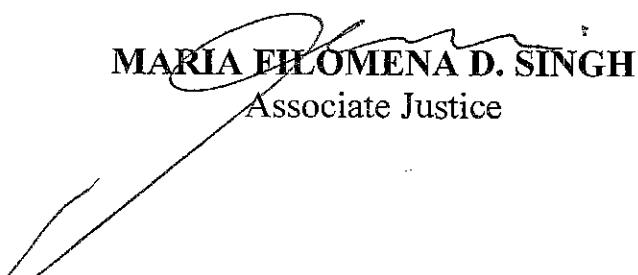
**JAYAR B. DIMAAMPAO**  
Associate Justice

  
**JOSE MIDAS P. MARQUEZ**

Associate Justice

  
**ANTONIO T. KHO, JR.**

Associate Justice

  
**MARIA FILOMENA D. SINGH**

Associate Justice

