



Republic of the Philippines
Supreme Court
Manila

EN BANC

MA. CECILIA FERMINA T. ROXAS,
Complainant,

A.M. No. P-17-3639
[Formerly OCA I.P.I. No. 14-4314-P]

Present:

SERENO, C.J.,
CARPIO,
VELASCO, JR.,
LEONARDO-DE CASTRO,
PERALTA,
BERSAMIN,
DEL CASTILLO,
PERLAS-BERNABE,
LEONEN,
JARDELEZA,
CAGUIOA,*
MARTIRES,*
TIJAM,
REYES, and
GISMUNDO, JJ.

- versus -

ALLEN FRANCISCO S. SICAT,
Sheriff III, Office of the Clerk of Court,
Municipal Trial Court in Cities,
Angeles City, Pampanga,

Respondent.

Promulgated:

January 23, 2018

[Signature]

X-----X

DECISION

PER CURIAM:

On July 17, 2014, complainant Ma. Cecilia Fermina T. Roxas, Manager and Corporate Secretary of ROTA Creditline Finance Corporation (ROTA), filed a letter-complaint¹ with the Office of the Court Administrator (OCA)-

* On leave.
¹ Rollo, pp. 1-4.

Legal Office against respondent Allen Francisco S. Sicat, Sheriff III, Office of the Clerk of Court, Municipal Trial Court in Cities (MTCC), Angeles City, Pampanga, charging him with gross inefficiency and gross misconduct relative to Civil Case No. 10-826, entitled *ROTA Creditline Finance Corp. v. Arnold Cruz, et al.*

Complainant Roxas stated that ROTA, a financial institution, has been filing collection cases in the courts of Angeles City, Pampanga. Whenever its cases are decided in its favor, ROTA would acquire properties through judicial/extra-judicial foreclosure proceedings. Complainant, as ROTA's manager, would often deal with court personnel, particularly sheriffs, who would frequently ask ROTA for grease money or *padulas* before they would serve summonses and other court processes. She claimed that these sheriffs would ask for ₱1,000.00 supposedly to answer for their transportation and meal allowance even though these expenses are already covered by the Sheriff's Trust Fund. Moreover, sheriffs have been observed to report to the office at 11:00 a.m. and they would leave at 3:00 p.m. They were sometimes spotted loitering inside Marquee Mall during office hours. They are often observed to be grossly inefficient in performing their job.

The complaint against respondent stemmed from Civil Case No. 10-826 for a sum of money filed by ROTA against Arnold Cruz, Renato Nunag and Miradora Mejia before the MTCC, Branch 2, Angeles City, presided by Judge Katrina Nora S. Buan-Factora. During the mediation proceedings of the said case on September 30, 2010,² only Ricky Dizon, plaintiff ROTA's representative, and defendant Miradora Mejia appeared. They entered into a Compromise Agreement,³ which stipulated that defendants' obligation to the plaintiff is ₱200,539.00 to be paid in installment at ₱12,000.00 a month; and in the event that the defendants fail to pay two monthly installments due, the remaining obligation shall become demandable and the plaintiff is entitled to the issuance of a writ of execution for the enforcement of the Compromise Agreement. The hearing on the approval of the Compromise Agreement was set on November 11, 2010.⁴ In the hearing of November 11, 2010, only Ricky Dizon and Miradora Mejia were present and they were the only signatories in the Compromise Agreement.⁵ Miradora Mejia affirmed before the court that she understood and agreed that she was the only one bound by the Compromise Agreement. On November 12, 2010, the trial court rendered a Decision⁶ approving the Compromise Agreement and ordered the parties to strictly comply with the terms and conditions thereof.

² *Id.* at 352.

³ *Id.*

⁴ *Id.* at 354.

⁵ *Id.*

⁶ *Id.* at 355-356.

Ricky Dizon - Plaintiff

On November 11, 2011, ROTA, through its counsel, filed a Motion for the Issuance of a Writ of Execution⁷ in Civil Case No. 10-826 (when defendant Miradora Mejia failed to comply with the terms and condition of the Decision dated November 12, 2010). The motion was granted by the trial court on March 9, 2012.⁸ On March 12, 2012, the Writ of Execution⁹ was issued; ordering respondent Sheriff Sicat to cause the execution of the judgment, to levy on the goods and chattels of the defendant. After seven months, respondent issued a Levy on Execution/Attachment Replevin dated October 30, 2012, attaching a real property with a land area of 10,841 square meters located in Magalang, Pampanga. The subject property is covered by Transfer Certificate of Title (*TCT*) No. 502474-R (and registered in the names of defendant Renato Nunag and his wife Juanita Nunag). Complainant stated that after more than a year of persistent follow-up, respondent finally issued the Notice of Sheriff's Sale dated November 4, 2013 and set the Sheriff's Sale on December 10, 2013 at 10:00 a.m.

Complainant narrated that when respondent learned that the property being auctioned for bidding was a resort, he expressed interest to purchase it. Complainant told respondent that he cannot do so because of conflict of interest. In order that respondent would not be able to purchase the property, complainant increased the bid price to ₱2 million. Respondent issued the Certificate of Sale at the bid price of ₱200,539.63, which was the principal amount in the Compromise Agreement approved by the trial court on November 12, 2010. Complainant stated that the price was damaging to her, because the outstanding balance of the loan as of the date of redemption on January [14], 2015 was ₱715,223.57. Complainant said that respondent did not ask her the outstanding balance of the loan before the auction sale.

Moreover, complainant stated that respondent delayed the issuance of the Certificate of Sale, which she had annotated on the title of the property without reading that the sale price was only ₱200,539.63. When she received the certified true copy of the title, that was the only time she saw that the sale price of the said property was only ₱200,539.63, so she called respondent's attention to the fact that the outstanding balance of the loan was ₱715,223.57. Respondent told her that she should have her lawyer amend the Writ of Execution and that she should send another formal offer. On March 3, 2014, she sent another formal offer with a bid price of ₱720,000.00, since the outstanding balance of the loan was ₱715,223.57. Complainant stated that she was disappointed, because respondent has not issued a new Certificate of Sale for the amendment of the annotation on the title of the property.

⁷ *Id.* at 358.

⁸ *Id.* at 7.

⁹ *Id.* at 8-9.

ggr for Nunag - Alano

In his Comment¹⁰ dated October 14, 2014, respondent Sheriff Allen Francisco S. Sicat stated that based on the Decision of the MTCC, the amount of the judgment obligation was ₱200,539.63 and there was no stipulation of interest. He explained why the implementation of the writ of execution was delayed. Despite diligent efforts, no available personal properties could be found in the name of the defendant (Miradora Mejia) in the writ of execution. Complainant's representative, Ricky Dizon, also informed him that the said defendant asked for additional time to amicably settle the obligation. When defendants failed to fulfill their promise to settle the obligation after a reasonable period of time, plaintiff ROTA, through Ricky Dizon, again requested the enforcement of the writ of execution against the real property of defendant Renato Nunag.

On October 30, 2012, a Levy on Execution¹¹ of real property was filed before the Office of the Register of Deeds for Angeles City. Thereafter, defendant Nunag requested plaintiff-complainant for additional time to settle the amount of ₱200,539.63. Upon learning that defendants failed to fulfill their promise, respondent issued a Notice of Sheriff's Sale¹² dated November 4, 2013, setting the auction sale on November 29, 2013. (However, the records show, particularly the undated Certificate of Sale¹³ and the Certificate of Final Sale¹⁴ dated January 14, 2015, that the auction sale was conducted on November 4, 2013.)

Respondent stated that defendant (Miradora Mejia) failed to attend the auction sale despite due notice. Complainant Roxas manifested that plaintiff ROTA, through complainant, was willing to bid ₱2 million. He then advised complainant that should plaintiff ROTA bid at ₱2 million, she will be obligated to refund whatever amount is in excess of the judgment obligation, which complainant was not willing to do.

As there were no other bidders during the auction sale, respondent awarded the winning bid to the complainant in the amount only of the judgment obligation (₱200,539.63) and issued the Certificate of Sale on even date.

On March 3, 2014, complainant filed a letter, amending the amount of her previous bid (to ₱720,000.00). Justifying the sale of the property at ₱200,539.63, respondent stated that the Sheriff must satisfy the judgment obligation based on the decision.

¹⁰ *Id.* at 18-20.

¹¹ *Id.* at 10.

¹² *Id.* at 11-12.

¹³ *Id.* at 13.

¹⁴ *Id.* at 96-97.

Ricky Dizon - Done

Upon the recommendation¹⁵ of the OCA, the Court issued a Resolution¹⁶ dated December 7, 2015, referring the administrative complaint to the Executive Judge, MTCC, Angeles City, Pampanga for investigation, report and recommendation within 60 days from receipt of the records.

**The Investigation Report of Executive Judge Katrina
Nora S. Buan Factora**

The Report¹⁷ dated April 21, 2016 of Executive Judge Katrina Nora S. Buan Factora,¹⁸ MTCC, Angeles City, Pampanga, summarized the case, thus:

On September 30, 2010, a Compromise Agreement was entered into by Ricky Dizon (representative of the plaintiff ROTA) and Miradora Mejia (Miradora for short and one of the defendants) x x x. The approval of compromise was set for hearing on November 11, 2010, the Court inquired whether Miradora fully understood that she is the only one bound by the compromise; to which she acceded. On November 12, 2010, [a] Decision based on a Compromise Agreement was issued by the Court. On November 11, 2011, a motion for Issuance of a Writ of Execution was filed by plaintiff thru counsel and it was granted on March 9, 2012; and on March 12, 2012, a writ of execution was issued and received by the Office of the Clerk of Court on March 15, 2012.

On October 30, 2012, a Levy on Execution was issued by Sheriff Allen Francisco Sicat on TCT No. 502474-R and which was annotated in the memorandum of encumbrance on June 14, 2013. On November 4, 2013, Notice of Sheriff[s] Sale was issue[d] by Sheriff Allen wherein the schedule[d] dates of sale are November 29, 2013 and December 10, 2013; and on same date (November 4, 2013), Certificate of Postings was made by Sheriff Allen and others signed by Angelino Felix, Clerk; Rodrigo Malit, Purok Leader; Hon. Jummel Malonzo, Brgy. Captain; and Ernesto Dionisio, Brgy. Sec. On November 29, 2013, Minutes of the Auction Sale was issued wherein Ricky Dizon was present and lone bidder of the property sold at Php200,539.63 pesos. On record, there are two bid price in the sum of Php2,000,000.00 and Php 720,000.00 the latter offer of bid which was received on March 3, 2014. On January 14, 2014, [a] Certificate of Sale was issued by Sheriff Allen and it was annotated in the Memorandum of Encumbrance on same date with the showing of the assessment form; and thereafter on January 14, 2015, a Certificate of Final Sale was likewise issued.

On March 17, 2014, Ma. Cecilia Fermina T. Roxas wrote to Sheriff Allen regarding the annotation on TCT No. 502474-R on the bid price of

¹⁵ *Id.* at 25-26.

¹⁶ *Id.* at 27.

¹⁷ *Id.* at 380-396.

¹⁸ Executive Judge Katrina Nora S. Buan Factora was also the Presiding Judge in Civil Case No. 10-826 from which case this administrative complaint arose.

Katrina Nora S. Buan Factora

Php200,539.63 instead of her offered bid price [of P720,000.00] which to her is damaging and so, the necessary correction should be made. Dissatisfied, on July 1, 2014, complainant Ma. Cecilia wrote to OCA-Legal pertaining to this present incident.

On the Civil Case No. 10-826, on January 29, 2015[,] a Motion for Issuance of an Order Consolidating Title to the plaintiff was filed by plaintiff through counsel Atty. Reydon P. Canlas and thereupon on March 27, 2015[,] another Entry of Appearance with opposition to plaintiff's motion for issuance of an order to Consolidate Title to Plaintiff was filed by Renato Nunag through counsel Atty. Allan Jocson; and thereafter, the said incident was considered withdrawn by both parties in the Order dated April 16, 2015.

On April 6, 2015, Ma. Cecilia wrote again to Sheriff Allen stating, as there was an overlook on defendant Renato Nunag, who is not a signatory on the Compromise Agreement and she, further, requested to lift the Levy on Execution on Nunag's property with TCT No. 502474-R and cancel the mortgage/annotation on the title c/o the Register of Deeds Pampanga. On April 8, 2015, a Notice of Lifting or Discharge of Levy on Execution Certificate of Sale was issued by Sheriff Allen and the same was annotated on the Memorandum on Encumbrance on April 10, 2015.¹⁹

Investigating Judge Factora found that respondent failed to follow the steps for the proper implementation of the writ of execution, since there was (1) no estimate of expenses; (2) no return on the writ of execution; hence, there was no copy of the sheriff's report furnished to the defendants involved; (3) no liquidation of sums received; (4) no notice given to the judgment obligor on the sale of the property; and (5) no filing system of the publication and other documentation. In regard to the auction sale, there are discrepancies on the date and circumstances of the auction sale showing a simulated auction sale. Moreover, the discharge of levy on the subject property was without proper motion or court order.²⁰

Investigating Judge Factora discussed her findings, thus:

A. The Implementation of the Writ of Execution

In the Order²¹ dated March 9, 2012 in Civil Case No. 10-826, MTCC Judge Katrina Nora S. Buan-Factora (also the Investigating Judge) granted the issuance of a writ of execution against the defendants to enforce the decision dated November 12, 2010 and directed the Sheriff of the OCC-MTCC, Angeles City "to submit an estimate of cost for the implementation of the writ

¹⁹ *Rollo*, pp. 380-382. (Citations omitted)

²⁰ *Id.* at 394.

²¹ *Id.* at 7.

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of execution to be approved by this Court and such amount, thereafter, shall be deposited/paid by the plaintiff to the Office of the Clerk of Court of the MTCC pursuant to Section 10 of A.M. No. 04-2-04-SC.”

However, the Investigating Judge found that no estimate of expenses was submitted to the court for its approval and/or deposited or paid to the Clerk of Court of the OCC-MTCC, despite the ruling in *Francia v. Esguerrra*²² enumerating the steps to be followed in the payment and disbursement of fees for the execution of a writ, to wit:

x x x (1) the sheriff must prepare and submit to the court an estimate of the expenses he would incur; (2) the estimated expenses shall be subject to court approval; (3) the approved estimated expenses shall be deposited by the interested party with the Clerk of Court, who is also the ex-officio sheriff; (4) the Clerk of Court shall disburse the amount to the executing sheriff; (5) the executing sheriff shall thereafter liquidate his expenses within the same period for rendering a return on the writ; and (6) any amount unspent shall be returned to the person who made the deposit.²³

In this case, both complainant and respondent admitted not resorting to the system of submitting a court-approved estimate of expenses to the OCC-MTCC as it is a tedious process, especially for the sheriffs. It has been a practice for ROTA, through Ricky Dizon, to be charged with the expenses without resort to the Sheriff's Trust Fund. Hence, ROTA would issue duly acknowledged Cash Vouchers,²⁴ signed by respondent Sheriff, to defray the expenses for the implementation of writs and for the purpose of reimbursement from their office. On the other hand, respondent Sheriff would sign and acknowledge the same even though the actual money was handled by Ricky Dizon and, likewise, to help Ricky, who, according to respondent, would be reimbursed by ROTA for expenses he advanced, and who was in dire economic distress. Sheriff Luis Gary V. Rosario and Miradora Mejia corroborated the testimony of respondent that Ricky handled the money and would plead for financial assistance, respectively.²⁵

The Investigating Judge stated that the writ of execution was addressed only to Miradora Mejia as the sole defendant who signed the Compromise Agreement. Hence, respondent should have proceeded to implement the writ under Section 9 (a),²⁶ Rule 39 of the Rules of Court by

²² 746 Phil. 423 (2014).

²³ *Id.* at 428.

²⁴ *Rollo*, pp. 195-198.

²⁵ *Id.* at 389.

²⁶ SEC. 9. *Execution of judgments for money, how enforced.* — (a) Immediate payment on demand.— The officer shall enforce an execution of a judgment for money by demanding from the judgment obligor the immediate payment of the full amount stated in the writ of execution and all lawful fees. The judgment obligor shall pay in cash, certified bank check payable to the judgment obligee, or any other form of payment

JG to Dizon - [Signature]

demanding from the judgment obligor the immediate payment of the full amount stated in the writ of execution and lawful fees. However, the records revealed that this was not actually done as there was no showing of the receipt by Miradora Mejia of the subject writ of execution. The same records would show that there was no return of the writ, which should reflect how the writ was initially implemented. Miradora Mejia categorically denied that she received any document denominated as writ of execution. She, however, recalled that she was informed by her house helpers that Ricky Dizon and respondent visited her to collect the sum of money. She denied having seen or met respondent until the day Renato Nunag, thru his counsel, filed an opposition to the plaintiff's Motion for the Issuance of an Order Consolidating Title to Plaintiff.²⁷

The Investigating Judge stated that the allowance of seven months given to defendant Miradora Mejia to pay up her obligation, as relayed by Ricky to respondent, is not within the discretion of respondent to give. As an implementing officer of the Court, respondent should have acted with dispatch so as not to render inutile the effects of the judgment. The nature of a sheriff's duty in the execution of a writ issued by a court is purely ministerial.²⁸

Complainant admitted that they thought the approved Compromise Agreement included Renato Nunag based on the original complaint; hence, the property of Nunag was levied upon. However, the Investigating Judge noted that Ricky Dizon was present when the Compromise Agreement was approved by the court; hence, Ricky Dizon acted in bad faith when he presented to respondent Nunag's property to be levied upon as he knew that Nunag was not part of the Compromise Agreement. Nevertheless, as the writ was addressed only to Miradora Mejia, this should have prompted respondent to clarify with the court that issued the writ whether Renato Nunag can be made subject of the implementation of the writ. The return of the writ of execution every 30 days from its issuance could have clarified to respondent the involvement of Ricky Dizon and Miradora Mejia or Renato

acceptable to the latter, the amount of the judgment debt under proper receipt directly to the judgment obligee or his authorized representative if present at the time of payment. The lawful fees shall be handed under proper receipt to the executing sheriff who shall turn over the said amount within the same day to the clerk of court of the court that issued the writ.

If the judgment obligee or his authorized representative is not present to receive payment, the judgment obligor shall deliver the aforesaid payment to the executing sheriff. The latter shall turn over all the amounts coming into his possession within the same day to the clerk of court of the court that issued the writ, or if the same is not practicable, deposit said amounts to a fiduciary account in the nearest government depository bank of the Regional Trial Court of the locality.

The clerk of said court shall thereafter arrange for the remittance of the deposit to the account of the court that issued the writ whose clerk of court shall then deliver said payment to the judgment obligee in satisfaction of the judgment. The excess, if any, shall be delivered to the judgment obligor while the lawful fees shall be retained by the clerk of court for disposition as provided by law. In no case shall the executing sheriff demand that any payment by check be made payable to him.

²⁷ *Rollo*, p. 364.

²⁸ *Id.* at 389, citing *OCA v. Macusi, Jr.*, 717 Phil. 562, 573 (2013).



Nunag. However, respondent failed to submit a report in accordance with Section 14,²⁹ Rule 39 of the Rules of Court.

B. Levy and Sale of Property on Execution

Prescinding from the mistaken belief that Renato Nunag was a judgment debtor, respondent Sheriff failed to follow the steps for the proper levy and sale of property on execution under Section 15,³⁰ Rule 39 of the Rules of Court.

The Investigating Judge found that: (1) there was no publication of the notice of sale; (2) there was no raffle for the selection of the newspaper that would publish the notice of sale; (3) the judgment obligor was not given a notice of the sale; and (4) there is a discrepancy in the actual date of the sale of the property and circumstances thereof pointing to a simulated sale.

On October 30, 2012, a Levy on Execution/Attachment Replevin³¹ was issued by respondent Sheriff without the same being addressed to the Register of Deeds and no copy was furnished to defendant Miradora Mejia

²⁹ Sec. 14. *Return of writ of execution.* – The writ of execution shall be returnable to the court issuing it immediately after the judgment has been satisfied in part or in full. If the judgment cannot be satisfied in full within thirty (30) days after his receipt of the writ, the officer shall report to the court and state the reason therefor. Such writ shall continue in effect during the period within which the judgment may be enforced by motion. The officer shall make a report to the court every thirty (30) days on the proceedings taken thereon until the judgment is satisfied in full, or its effectivity expires. The returns or periodic reports shall set forth the whole of the proceedings taken, and shall be filed with the court and copies thereof promptly furnished the parties.

³⁰ Section 15. *Notice of sale of property on execution.* - Before the sale of property on execution, notice thereof must be given as follows:

(a) In case of perishable property, by posting written notice of the time and place of the sale in three (3) public places, preferably in conspicuous areas of the municipal or city hall, post office and public market in the municipality or city where the sale is to take place, for such time as may be reasonable, considering the character and condition of the property;

x x x x

(c) In case of real property, by posting for twenty (20) days in the three (3) public places abovementioned a similar notice particularly describing the property and stating where the property is to be sold, and if the assessed value of the property exceeds fifty thousand (₱50,000.00) pesos, by publishing a copy of the notice once a week for two (2) consecutive weeks in one newspaper selected by raffle, whether in English, Filipino, or any major regional language published, edited and circulated or, in the absence thereof, having general circulation in the province or city;

(d) In all cases, written notice of the sale shall be given to the judgment obligor, at least three (3) days before the sale, except as provided in paragraph (a) hereof where notice shall be given at any time before the sale, in the same manner as personal service of pleadings and other papers as provided by Section 6 of Rule 13.

The notice shall specify the place, date and exact time of the sale which should not be earlier than nine o'clock in the morning and not later than two o'clock in the afternoon. The place of the sale may be agreed upon by the parties. In the absence of such agreement, the sale of real property or personal property not capable of manual delivery shall be held in the office of the clerk of court of the Regional Trial Court or the Municipal Trial Court which issued the writ of or which was designated by the appellate court. In the case of personal property capable of manual delivery, the sale shall be held in the place where the property is located.

³¹ Rollo, p. 92.

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or defendant Renato Nunag, whose property was being attached. The Notice of Levy on Execution was annotated on the memorandum of encumbrance of the title on June 14, 2013, about eight (8) months thereafter. From the time of the issuance of the writ of execution to levy, if defendants were given a copy of the writs issued then, they could have properly registered their objection/opposition to the same. Respondent worked under the belief that Renato Nunag was a judgment debtor until Ricky Dizon admitted to him that Nunag was not a signatory in the Compromise Agreement, which admission annoyed respondent.

The Investigating Judge found that there was evidence³² of posting of the Notice of Sheriff's Sale, but there was no evidence of the publication thereof. Complainant and respondent, however, testified that there was publication.³³ Moreover, ROTA's Cash Voucher³⁴ dated October 9, 2013 in the amount of ₱12,000.00 showed that the amount was paid directly to Mr. Abner Y. San Pedro (of Angeles Monday Mail) for the publication of the Notice of Sheriff's Sale. However, the records do not show the raffle for the selection of the accredited publishing company that should publish the Notice of Sheriff's Sale. The Investigating Judge noted that the levy on execution was made on October 30, 2012, while the disbursement for the publication was made on October 9, 2013, almost one (1) year after the levy.

On the Notice of Sheriff's Sale dated November 4, 2013, there appeared two dates of auction: November 29, 2013 and December 10, 2013. Respondent explained that there was a typographical error in his documents or they were not edited. On the other hand, complainant and her witness, Fermina Roxas, maintained that the November 29, 2013 auction did not push through and was reset on December 10, 2013, as reflected in the Daily Collection Report³⁵ of Ricky.

The Investigating Judge stated that the apparent discrepancies in the date of the auction sale point to a simulated sale with documentation.

Moreover, respondent failed to give a written notice of the sale to the judgment obligor, because Miradora Mejia denied that she received any document and Renato Nunag opposed the consolidation of title. Due process dictates that proper notices be sent to parties adversely affected by the

³² *Id.* at 216-219.

³³ See TSN, February 19, 2016, pp. 5-6; *id.* at 275-276 and TSN, February 22, 2016, pp. 14-15; *id.* at 298-299.

³⁴ *Rollo*, p. 185.

³⁵ *Id.* at 166, 168, 170-171.

Ricky Dizon

effects of the writs. Section 17,³⁶ Rule 39 of the Rules of Court penalizes the officer selling without notice by making him liable to pay ₱5,000.00 to any person injured thereby, in addition to his actual damages.

In addition, there was a Minutes of the Auction Sale³⁷ dated November 29, 2013, but complainant maintained there was no auction on the said date and no minutes; but Ricky Dizon was made to sign on the minutes belatedly, or sometime in October (2014).³⁸

On the offer of bid, complainant submitted two attempts to bid: ₱2 million and ₱720,000.00 (received by respondent on March 3, 2014). However, both bids were refused because respondent had to stick to the value or amount due in the Compromise Agreement, which is ₱200,539.63.³⁹ Respondent maintained that even if he would entertain the said bids, complainant was unwilling to pay for the excess; hence, he stuck to the price of the Compromise Agreement. The Investigating Judge stated that Section 19,⁴⁰ Rule 39 of the Rules of Court provides for the effects of bidding and the amount bid whether exact or in excess; and, therefore, respondent should not have refused the offered bid of complainant.

The Certificate of Sale, with an auction date of November 4, 2013, was issued and annotated on the title on January 14, 2014. Complainant, thru her counsel, wrote respondent the letter⁴¹ dated March 17, 2014, expressing dissatisfaction as the Certificate of Sale showed the sale price of only ₱200,539.63 instead of the second bid price of ₱720,000.00,

³⁶ Section 17. *Penalty for selling without notice, or removing or defacing notice.* - An officer selling without the notice prescribed by section 15 of this Rule shall be liable to pay punitive damages in the amount of five thousand (₱5,000.00) pesos to any person injured thereby, in addition to his actual damages, both to be recovered by motion in the same action; and a person willfully removing or defacing the notice posted, if done before the sale, or before the satisfaction of the judgment if it be satisfied before the sale, shall be liable to pay five thousand (₱5,000.00) pesos to any person injured by reason thereof, in addition to his actual damages, to be recovered by motion in the same action.

³⁷ *Rollo*, p. 220.

³⁸ *Id.* at 392; see TSN, February 17, 2016, p. 23; *id.* at 260.

³⁹ *Rollo*, p. 14.

⁴⁰ Section 19. *How property sold on execution; who may direct manner and order of sale.* - All sales of property under execution must be made at public auction, to the highest bidder, to start at the exact time fixed in the notice. **After sufficient property has been sold to satisfy the execution, no more shall be sold and any excess property or proceeds of the sale shall be promptly delivered to the judgment obligor or his authorized representative, unless otherwise directed by the judgment or order of the court.** When the sale is of real property, consisting of several known lots, they must be sold separately; or, when a portion of such real property is claimed by a third person, he may require it to be sold separately. When the sale is of personal property capable of manual delivery, it must be sold within view of those attending the same and in such parcels as are likely to bring the highest price. The judgment obligor, if present at the sale, may direct the order in which property, real or personal shall be sold, when such property consists of several known lots or parcels which can be sold to advantage separately. Neither the officer conducting the execution sale, nor his deputies, can become a purchaser, nor be interested directly or indirectly in any purchase at such sale. (Emphasis supplied)

⁴¹ *Rollo*, p. 14.

Ricky Dizon - Done

allegedly resulting in plaintiff's loss of more than ₱500,000.00. Thereafter, complainant wrote the letter-complaint to the OCA.

The Certificate of Final Sale⁴² with an auction date of November 4, 2013 was issued on January 14, 2015, but it was not annotated on the title in view of Renato Nunag's opposition (that his property could not be levied upon because he was not a party to the Compromise Agreement). Upon realizing the mistake of attaching the property of Renato Nunag, selling it at public auction and annotating the sale on the title of Renato Nunag, complainant wrote a letter⁴³ dated April 6, 2015, requesting respondent to lift the Levy on Execution on Nunag's property and to cancel the annotation on the title through the Register of Deeds for Pampanga. On April 8, 2015, respondent issued a Notice [to Lift] or Discharge of Levy on Execution⁴⁴ addressed to the Register of Deeds of Angeles City. The Investigating Judge observed that the same did not pass through court motion with due proceedings in order that the proper discharge would have been noted.

Further, the Investigating Judge found that the charges of loitering and laziness was not substantiated by substantial evidence.

The Investigating Judge also found that per Section 1,⁴⁵ Canon III of the Code of Conduct for Court Personnel, there was no conflict of interest when respondent uttered that he was interested to redeem the subject property. Respondent also denied such interest as it was just done in jest and he has no capacity to purchase the subject resort.

The Investigating Judge stated that respondent pleaded that the case against him be dismissed on account of complainant's letter dated April 6, 2015, requesting him to lift the Levy on Execution on Nunag's property and to have the annotation on the title cancelled by the Register of Deeds, and the

⁴² *Id.* at 96-97.

⁴³ *Id.* at 226,

⁴⁴ *Id.* at 227.

⁴⁵ SECTION 1. Court personnel shall avoid conflicts of interest in performing official duties. Every court personnel is required to exercise utmost diligence in being aware of conflicts of interest, disclosing conflicts of interest to the designated authority, and terminating them as they arise. (a) A conflict of interest exist when: (i) the court personnel's objective ability or independence of judgment in performing official duties is impaired or may reasonably appear to be impaired; or (ii) the court personnel, the personnel's immediate family, or the personnel's business or other financial interest would derive financial gain because of the personnel's official act. (b) No conflict of interest exists if any benefit accrues to the court personnel as a member of a profession, business, or group to the same extent as any other member of such profession, business, or group who does not hold a position in the Judiciary. (c) The term "immediate family" shall include the following whether related by blood, marriage or adoption: (a) spouse, (b) children, (c) brother, (d) sister, (e) parent, (f) grandparent, (g) grandchildren, (h) father-in-law, (i) mother-in-law, (j) sister-in-law, (k) brother-in-law, (l) son-in-law, (m) daughter-in law, (n) stepfather, (o) stepmother, (p) stepson, (q) stepdaughter, (r) stepbrother, (s) stepsister, (f) half-brother, (u) half-sister.

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levy was already lifted and the parties themselves are no longer interested to pursue the case.

The Investigating Judge noted that respondent's infraction is not the first time, as an administrative case had been filed against respondent and resolved in A.M. No. P-00-1423 promulgated on December 10, 2004.

The Investigating Judge recommended that this administrative complaint be re-docketed as a regular administrative matter and that respondent be dismissed from the service for gross inefficiency.

On June 20, 2016, the Court issued a Resolution⁴⁶ referring the Investigation Report of Executive Judge Factora and the Report of Executive Judge Omar T. Viola to the OCA for evaluation, report and recommendation.

The Report of the Office of the Court Administrator

In its Memorandum⁴⁷ dated October 6, 2016, the OCA found respondent Sheriff Sicat guilty of gross neglect of duty, misconduct and inefficiency in the performance of official duties and recommended that he be dismissed from the service.

The OCA stated that respondent should be held administratively liable for his failure to follow the procedures in the proper implementation of the writ, particularly: (1) to submit estimate of expenses; (2) to submit a liquidation report; (3) to submit Sheriff's Return of Writ/Report; (4) to give notices to the judgment obligor; and (5) to publish a copy of the notice of sale of property on execution. Respondent should also be held administratively liable for the irregularities in the conduct of the auction sale, particularly: (1) discrepancies in the dates of the auction sale and other circumstances of the sale; (2) simulated auction sale; and for the unilateral discharge of levy without proper court order.

The OCA found, thus:

The records do not show that respondent Sheriff Sicat submitted an estimate of expenses to the trial court for its approval. Also, no amount was deposited to the OCC-MTCC by plaintiff ROTA for the

⁴⁶ *Rollo*, pp. 414-415.

⁴⁷ *Id.* at 416-428.

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implementation of the writ. Instead, the parties admitted that they did not follow the procedure of submitting a court-approved estimate of expenses to the OCC-MTCC as they found it tedious. Through Ricky Dizon, respondent Sheriff Sicat signed cash vouchers to defray the expenses incurred in the implementation of the writ.

x x x x

x x x [Respondent] received sums of money from plaintiff ROTA, through its representative, to defray his expenses in the implementation of the writ. The records also do not show that he advised plaintiff ROTA that the sheriff's expenses approved by the trial court should be deposited with the clerk of court and *ex-officio* sheriff. Furthermore, he never submitted a liquidation report to the OCC-MTCC.⁴⁸

The OCA reiterated the findings of the Investigating Judge that respondent belatedly implemented the writ of execution, upon the advice of Ricky Dizon,⁴⁹ on the property of the defendant Renato Nunag (who was, however, not bound by the Compromise Agreement). Moreover, the records do not show that the writ was properly served and no sheriff's report was executed to show that it was enforced against defendant Miradora Mejia.⁵⁰ The fact that defendant Mejia denied that respondent Sheriff Sicat tried to collect the debt from her,⁵¹ it can be presumed that the writ was not actually served/implemented against her. Further, the grace period given to defendant Mejia to pay her obligation was not within the discretion of respondent to allow. The OCA reiterated that the sheriff exercises no discretion as to the manner of executing a final judgment. Any method of execution falling short of the requirement of the law deserves reproach and should not be countenanced.⁵²

The OCA reiterated that respondent Sheriff Sicat implemented the writ without considering that it was directed only against defendant Mejia. Any uncertainty on his part should have prompted him to seek clarification from the trial court if indeed the writ could be enforced against defendant Renato Nunag.

Anent procedural lapses, the records show that respondent Sheriff Sicat issued the Notice of Levy on Execution/Attachment Replevin dated October 30, 2012 against the property of defendant Nunag without furnishing a copy to the Register of Deeds and to defendants Mejia and Nunag. The Notice of Levy of Execution/Attachment was annotated on

⁴⁸ *Id.* at 422.

⁴⁹ TSN of testimony of Francisco Allen S. Sicat, February 22, 2016, p. 6, rollo, p. 290.

⁵⁰ *Id.* at 24; *id.* at 308.

⁵¹ TSN, March 9, 2016, rollo, p. 340.

⁵² *Rollo*, p. 389, citing *OCA v. Macusi, Jr.*, *supra* note 28.

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Nunag's title of the property only on June 14, 2014 or eight (8) months after its issuance.⁵³ Had defendant Nunag been earlier informed or given a copy of the writ, he could have immediately registered his objection/opposition prior to the annotation of the notice on the title. Instead, it was only in January 2015, after a Certificate of Final Sale⁵⁴ was issued by respondent Sheriff Sicat and plaintiff ROTA filed a Motion for the Issuance of an Order Consolidating Title to Plaintiff⁵⁵ that defendant Nunag was notified that the title of his property would be transferred to ROTA.⁵⁶ Thus, he filed an opposition⁵⁷ to plaintiff's motion.

Moreover, the OCA reiterated the findings of the Investigating Judge that both parties failed to present proof that there was publication of the notice of sale. However, a Cash Voucher dated October 9, 2013 in the amount of ₱12,000.00, as publication fee, was paid by ROTA to one Abner Y. San Pedro (of *Angeles Monday Mail*).⁵⁸ The OCA noted that the cash voucher for publication was issued one year after the Notice of Levy on Execution was released on October 30, 2012. There was also no proof of any raffle among the accredited publishing companies.

In regard to the alleged irregularity in the conduct of the auction sale, in the Notices of Sheriff's Sale, both dated November 4, 2013, there appeared two (2) schedules of auction sale: November 29, 2013 and December 10, 2013.⁵⁹ Respondent asserted that it was a mere typographical error and he could not recall that there was an auction sale held on December 10, 2013. Complainant maintained that the November 29, 2013 auction sale did not push through and was reset to December 10, 2013 and that no minutes of the auction proceedings held on November 29, 2013 was made by respondent. However, when respondent Sheriff Sicat learned about the filing of this administrative complaint, he belatedly prepared the minutes and asked Ricky Dizon to sign the same sometime in October 2014.⁶⁰ To support her allegation, complainant presented the *Daily Collection Report*⁶¹ prepared by Ricky Dizon, which report shows the following:

Nov. 13, 2013 – At the OCC-MTCC Sheriff Sicat re-scheduled the bidding on Dec. 10, 2013. Gave me a new copy of the Notice of Sheriff Sale;

⁵³ *Rollo*, p. 44.

⁵⁴ *Id.* at 96-97.

⁵⁵ *Id.* at 364.

⁵⁶ TSN, March 9, 2016, pp. 10-11; *id.* at 345-346.

⁵⁷ *Rollo*, p. 369.

⁵⁸ *Id.* at 185.

⁵⁹ *Id.* at 11-12.

⁶⁰ TSN, February 17, 2016, p. 23; *id.* at 260.

⁶¹ *Rollo*, pp. 166, 168, 170-171.

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- Dec. 10, 2013 – At the OCC-MTCC Sheriff Sicat advised me to come back by Friday for the Certificate of Sale;
- Jan. 7, 2014 – Sheriff Sicat advised me to come back tomorrow to get a copy of the Cert. of Sale (Nunag property)
- Jan. 13, 2014 – At OCC-MTCC get [from] Sheriff Sicat Cert. of Sale TCT # of Renato Nunag.⁶²

From the foregoing, the OCA deduced that the November 29, 2013-auction sale was cancelled. When Ricky Dizon went to respondent's office on November 13, 2013, respondent advised Ricky Dizon of the cancellation and gave him a new notice of sheriff's sale setting the auction sale on December 10, 2013 by editing the original notice, but respondent Sheriff Sicat failed to change the date of the notice. Be that as it may, there is a glaring irregularity because no minutes of an auction conducted on December 10, 2013 was submitted by respondent. Instead, the records contain minutes⁶³ [dated November 29, 2013] of an auction, while the auction sale was actually held on November 4, 2013 as appearing in the undated Certificate of Sale and Certificate of Final Sale dated January 14, 2015.

As pointed out by Executive Judge Factora, the parties could have entered into a simulated sale of property. Records show that no notices were sent to defendants Mejia and Nunag regarding the auction sale that resulted in the issuance of the Certificate of Sale. A Certificate of Sale was issued without conducting a formal auction sale that was supposedly set on December 10, 2013. Instead, an undated Certificate of Sale was issued stating that the auction sale was held on November 4, 2013.

Moreover, when the parties realized the mistake in levying against the property of defendant Renato Nunag, complainant wrote respondent to correct the situation and to lift the levy against the property of Renato Nunag. Respondent took matters into his own hands by issuing a Notice [to Lift] or Discharge of Levy on Execution⁶⁴ dated April 8, 2015 addressed to the Register of Deeds of Angeles City, Pampanga, without first submitting the matter to the trial court for proper disposition. The *ex parte* motion to lift levy or attachment is a contentious motion that needs to comply with the required notice, hearing, and service to the adverse party as mandated by Rule 15 of the Rules of Court.

⁶² *Id.*

⁶³ *Id.* at 220.

⁶⁴ *Id.* at 227.

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The OCA stated that for failure to perform his ministerial duty in the implementation of the writ, respondent should be held administratively liable for gross neglect and gross inefficiency in the performance of official duties. *Anico v. Pilipiña*⁶⁵ held that the failure of the sheriff to carry out what was a purely ministerial duty, to follow well-established rules in the implementation of court orders and writs, to promptly undertake the execution of judgments, and to accomplish the required periodic reports constituted gross neglect and gross inefficiency in the performance of official duties.

The OCA stated that respondent should likewise be held administratively liable for misconduct for the irregularities in the conduct of the auction sale and his circumvention of the established rule on motions.

Section 46, Rule 10 of the Revised Rules on Administrative Cases in the Civil Service classifies gross neglect of duty and grave misconduct as grave offenses punishable by dismissal from the service for the first offense. This is not the first time that respondent Sheriff Sicat has been administratively held liable. In A.M. No. P-00-1423,⁶⁶ dated December 10, 2004, respondent Sheriff Sicat was found guilty of misconduct and suspended for six (6) months. In the said case, respondent Sheriff Sicat implemented a writ that was not addressed to him. He also failed to observe Section 10, Rule 39 of the Rules of Court. Thus, in this instance, the ultimate penalty of dismissal is warranted.

The OCA recommended that the instant administrative complaint against respondent Sheriff Sicat be re-docketed as a regular administrative matter and that respondent be found guilty of gross neglect of duty, misconduct and inefficiency in the performance of official duties, and be dismissed from the service with forfeiture of all his retirement benefits, except accrued leave credits, and with prejudice to re-employment in any branch or instrumentality of the government, including government-owned or controlled corporations.

The OCA found the charge of conflict of interest, exhibited by respondent for expressing his interest to purchase the attached property, to be dismissible for lack of evidence. It also recommended that the charges of absenteeism, tardiness, and loitering be dismissed for lack of evidence.

⁶⁵ 670 Phil. 460, 470 (2011).

⁶⁶ *Deang v. Sheriff Sicat*, 487 Phil. 246 (2004).



The Ruling of the Court

The Court adopts the findings and recommendation of the OCA. A careful review of the records shows that respondent failed to follow the procedures laid down by Section 14 of Rule 39 and Section 10 of Rule 141 of the Rules of Court in the proper implementation of the writ of execution as discussed by Investigating Judge Factora and the OCA. Such failure makes respondent liable for gross neglect of duty and inefficiency in the performance of official duties.

Section 10, Rule 141 of the Rules of Court provides the duties of sheriffs in the implementation of writ, thus:

Sec. 10. *Sheriffs, process servers and other persons serving processes.*

x x x x

With regard to sheriffs expenses in executing writs issued pursuant to court orders or decisions or safeguarding the property levied upon, attached or seized, including kilometrage for each kilometer of travel, guards' fees, warehousing and similar charges, **the interested party shall pay said expenses in an amount estimated by the sheriff, subject to approval of the court. Upon approval of said estimated expenses, the interested party shall deposit such amount with the clerk of court and ex-officio sheriff, who shall disburse the same to the deputy sheriff assigned to effect the process, subject to liquidation within the same period for rendering a return on the process. The liquidation shall be approved by the court. Any unspent amount shall be refunded to the party making the deposit.** A full report shall be submitted by the deputy sheriff assigned with his return, the sheriffs expenses shall be taxed as cost against the judgment debtor.⁶⁷

The rule above enumerates the steps to be followed in the payment and disbursement of fees for the execution of a writ: (1) the sheriff must prepare and submit to the court an estimate of the expenses he would incur; (2) the estimated expenses shall be subject to court approval; (3) the approved estimated expenses shall be deposited by the interested party with the Clerk of Court, who is also the *ex-officio* sheriff; (4) the Clerk of Court shall disburse the amount to the executing sheriff; (5) the executing sheriff shall thereafter liquidate his expenses within the same period for rendering a return on the writ; and (6) any amount unspent shall be returned to the

⁶⁷ Emphasis supplied.

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effect during the period within which the judgment may be enforced by motion. The officer shall make a report to the court every thirty (30) days on the proceedings taken thereon until the judgment is satisfied in full, or its effectivity expires. The returns or periodic reports shall set forth the whole of the proceedings taken, and shall be filed with the court and copies thereof promptly furnished the parties.

The Rules clearly provide that it is mandatory for sheriffs to execute and make a return on the writ of execution within 30 days from receipt of the writ and every 30 days thereafter until it is satisfied in full or its effectivity expires.⁷³ Even if the writs are unsatisfied or only partially satisfied, sheriffs must still file the reports so that the court, as well as the litigants, may be informed of the proceedings undertaken to implement the writ.⁷⁴ Periodic reporting also provides the court insights on the efficiency of court processes after promulgation of judgment.⁷⁵ Overall, the purpose of periodic reporting is to ensure the speedy execution of decisions.⁷⁶

The Court agrees with the Investigating Judge and the OCA that since the writ was only addressed to defendant Miradora Mejia, it should have prompted respondent to clarify with the court that issued the writ whether defendant Renato Nunag could be made subject of the implementation of the writ. The Investigating Judge correctly noted that if respondent submitted a report to the court regarding the non-implementation of the writ within 30 days from its issuance and then reported every 30 days thereafter on the proceedings taken thereon until the judgment was satisfied, respondent could have been clarified about the involvement of Ricky Dizon and Miradora Mejia or Renato Nunag in the Compromise Agreement, or whether Nunag's property could be subject of levy.

Moreover, irregularities were found in the conduct and documentation of the auction sale. Respondent insisted that the auction sale was conducted on November 29, 2013, while the Daily Collection Report⁷⁷ of Ricky Dizon showed that the auction sale was conducted on December 10, 2013, but the undated Certificate of Sale and Certificate of Final Sale dated January 14, 2015 stated that the auction sale was conducted on November 4, 2013. Further, respondent failed to give the judgment debtor a notice on the sale of the property; there was no proof of publication of the notice and of the raffle among the accredited publishing companies for the selection of the newspaper that would publish the notice of sale of property. All of the foregoing are in disregard of Section 15, Rule 39 of the Rules of Court, thus:

⁷³ *Anico v. Pilipina*, *supra* note 65, at 469.

⁷⁴ *Id.*

⁷⁵ *Id.*

⁷⁶ *Id.*

⁷⁷ *Rollo*, pp. 166, 168, 170-171.

79 Nunag - done

person who made the deposit.⁶⁸ It is clear from the enumeration that sheriffs are not authorized to receive direct payments from a winning party.⁶⁹

In this case, respondent did not submit an estimate of the expenses he would incur in the execution of the writ to the trial court for its approval. Instead, he received money from the plaintiff to defray his expenses in the implementation of the writ. Moreover, he did not submit a liquidation report to the OCC-MTCC. *Francia v. Esguerra*⁷⁰ pronounced:

We held in *Bernabe v. Eguid* that acceptance of any other amount is improper, even if it were to be applied for lawful purposes. Good faith on the part of the sheriff, or lack of it, in proceeding to properly execute its mandate would be of no moment, for he is chargeable with the knowledge that being the officer of the court tasked therefor, it behooves him to make due compliances. In the implementation of the writ of execution, only the payment of sheriff's fees may be received by sheriffs. They are not allowed to receive any voluntary payments from parties in the course of the performance of their duties. To do so would be inimical to the best interests of the service because even assuming arguendo that such payments were indeed given and received in good faith, this fact alone would not dispel the suspicion that such payments were made for less than noble purposes. In fact, even "reasonableness" of the amounts charged, collected and received by the sheriff is not a defense where the procedure laid down in Section 10, Rule 141 of the Rules of Court has been clearly ignored.

The rules on sheriff's expenses are clear-cut and do not provide procedural shortcuts. A sheriff cannot just unilaterally demand sums of money from a party-litigant without observing the proper procedural steps otherwise, it would amount to dishonesty and extortion. And any amount received in violation of Section 10, Rule 141 of the Rules of Court constitutes unauthorized fees.⁷¹

Moreover, the Investigating Judge reported⁷² that respondent never made a return of the writ in violation of Section 14, Rule 39 of the Rules of Court:

SEC. 14. *Return of writ of execution.* - The writ of execution shall be returnable to the court issuing it immediately after the judgment has been satisfied in part or in full. If the judgment cannot be satisfied in full within thirty (30) days after his receipt of the writ, the officer shall report to the court and state the reason therefore. Such writ shall continue in

⁶⁸ *Francia v. Esguerra*, *supra* note 22, at 428.

⁶⁹ *Id.*

⁷⁰ *Supra* note 22.

⁷¹ *Id.* at 429.

⁷² *Rollo*, p. 390.

J. M. Noyan-A...

Section 15. *Notice of sale of property on execution.* - Before the sale of property on execution, notice thereof must be given as follows:

(a) In case of perishable property, by posting written notice of the time and place of the sale in three (3) public places, preferably in conspicuous areas of the municipal or city hail, post office and public market in the municipality or city where the sale is to take place, for such time as may be reasonable, considering the character and condition of the property;

x x x x

(c) **In case of real property**, by posting for twenty (20) days in the three (3) public places abovementioned a similar notice particularly describing the property and stating where the property is to be sold, and **if the assessed value of the property exceeds fifty thousand (P50,000.00) pesos, by publishing a copy of the notice once a week for two (2) consecutive weeks in one newspaper selected by raffle**, whether in English, Filipino, or any major regional language published, edited and circulated or, in the absence thereof, having general circulation in the province or city;

(d) **In all cases, written notice of the sale shall be given to the judgment obligor, at least three (3) days before the sale**, except as provided in paragraph (a) hereof where notice shall be given at any time before the sale, in the same manner as personal service of pleadings and other papers as provided by section 6 of Rule 13.⁷⁸

Further, respondent discharged the wrongful levy on the property of Renato Nunag without proper court order.

Based on the foregoing, respondent is guilty of gross neglect of duty and inefficiency in the performance of official duties and for misconduct for the irregularities in the conduct of the auction sale and his circumvention of the established rule on motions.

The Court held in *Anico v. Pilipiña*:⁷⁹

⁷⁸ Emphasis supplied.

⁷⁹ *Supra* note 65.

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Sheriffs play an important role in the administration of justice. They are tasked to execute final judgments of the courts. If not enforced, such decisions become empty victories of the prevailing parties. As agents of the law, sheriffs are called upon to discharge their duties with due care and utmost diligence because in serving the court's writs and processes and implementing its order, they cannot afford to err without affecting the integrity of their office and the efficient administration of justice.

We will reiterate that a sheriff's duty in the execution of a writ is purely ministerial; he is to execute the order of the court strictly to the letter. He has no discretion whether to execute the judgment or not x x x Accordingly, a sheriff must comply with his mandated ministerial duty as speedily as possible. x x x

x x x The long delay in the execution of the judgments and the failure to accomplish the required periodic reports demonstrate respondent sheriff's gross neglect and gross inefficiency in the performance of his official duties. Likewise, respondent sheriff's receipt of the money in his official capacity and his failure to turn over the amount to the clerk of court is an act of misappropriation of funds amounting to dishonesty. x x x

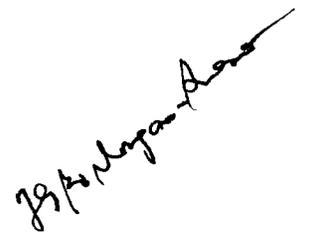
Time and again, this Court has pointed out the heavy burden and responsibility which court personnel are saddled with in view of their exalted positions as keepers of the public faith. They should, therefore, be constantly reminded that any impression of impropriety, misdeed or negligence in the performance of official functions must be avoided. Those who work in the judiciary must adhere to high ethical standards to preserve the courts' good name and standing. They should be examples of responsibility, competence and efficiency, and they must discharge their duties with due care and utmost diligence, since they are officers of the court and agents of the law. Indeed, any conduct, act or omission on the part of those who would violate the norm of public accountability and diminish or even just tend to diminish the faith of the people in the judiciary shall not be countenanced.⁸⁰

Section 46, Rule 10, of the Revised Rules on Administrative Cases in the Civil Service classifies gross neglect of duty and grave misconduct as grave offenses punishable by dismissal from the service for the first offense.

The Court notes that respondent was previously administratively charged in A.M. No. P-00-1423,⁸¹ and was found guilty of misconduct for implementing a writ that was not addressed to him and for non-observance of Section 10, Rule 39 of the Rules of Court. Respondent was penalized with suspension for six (6) months without pay with a stern warning that a repetition of the same or similar acts in the future will be dealt with more severely.

⁸⁰ *Id.* at 470-471.

⁸¹ *Supra* note 66.



WHEREFORE, respondent Allen Francisco S. Sicat, Sheriff III, Office of the Clerk of Court, Municipal Trial Court in Cities, Angeles City, Pampanga, is found **GUILTY** of gross neglect of duty, inefficiency in the performance of official duties and misconduct and is **ORDERED DISMISSED** from the service with forfeiture of all retirement benefits and privileges, except accrued leave credits, with prejudice to re-employment in any branch or instrumentality of the government, including government-owned or controlled corporations.

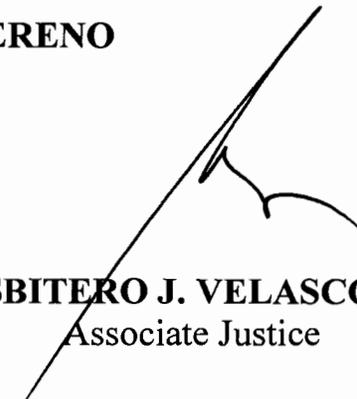
SO ORDERED.



MARIA LOURDES P. A. SERENO
Chief Justice



ANTONIO T. CARPIO
Associate Justice



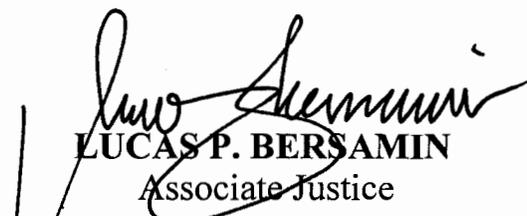
PRESBITERO J. VELASCO, JR.
Associate Justice



TERESITA J. LEONARDO-DE CASTRO
Associate Justice



DIOSDADO M. PERALTA
Associate Justice



LUCAS P. BERSAMIN
Associate Justice



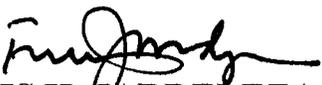
MARIANO C. DEL CASTILLO
Associate Justice



ESTELA M. PERLAS-BERNABE
Associate Justice

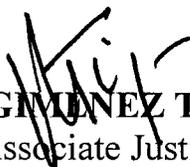


MARVIC M. V. LEONEN
Associate Justice

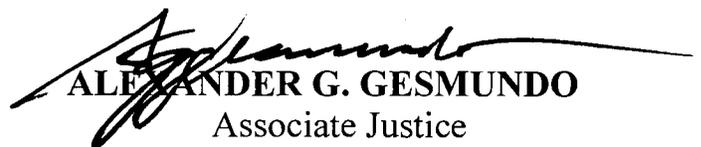

FRANCIS H. JARDELEZA
Associate Justice

On leave
ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

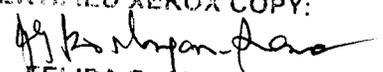
On leave
SAMUEL R. MARTIRES
Associate Justice


NOEL GIMENEZ TIJAM
Associate Justice


ANDRES B. REYES, JR.
Associate Justice


ALEXANDER G. GASMUNDO
Associate Justice

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CLERK OF COURT, EN BANC
SUPREME COURT