



Republic of the Philippines
Supreme Court
Baguio City

EN BANC

ROSILANDA M. KEUPPERS,
Complainant,

A.M. No. MTJ-15-1860
(Formerly OCA I.P.I. No. 09-2224-MTJ)

Present:

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

- versus -

**JUDGE VIRGILIO G.
MURCIA, MUNICIPAL TRIAL
COURT IN CITIES, BRANCH
2, ISLAND GARDEN CITY OF
SAMAL,**

Respondent.

Promulgated:

April 3, 2018

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DECISION

BERSAMIN, J.:

A municipal trial judge who solemnizes a marriage outside of his territorial jurisdiction violates Article 7 of the *Family Code*, and is guilty of grave misconduct and conduct prejudicial to the best interest of the service. He should be properly sanctioned.

* On leave.
** Acting Chief Justice per Special Order No. 2539 dated February 28, 2018.
*** On official leave.
**** On official leave.

The Case

This administrative matter commenced from the 1st Indorsement dated November 4, 2009,¹ whereby the Office of the Deputy Ombudsman for Mindanao endorsed to the Office of the Court Administrator (OCA) for appropriate action the complete records of the case initiated by affidavit-complaint by complainant Rosilanda Maningo Keuppers against respondent Judge Virgilio G. Murcia, the Presiding Judge of the Municipal Trial Court in Cities, Branch 2, in the Island Garden City of Samal, Davao del Norte. She thereby charged respondent Judge with *estafa*; violation of Republic Act No. 6713; and grave misconduct and conduct prejudicial to the best interest of the service.²

The complainant averred in her affidavit-complaint executed on June 6, 2008³ that on May 12, 2008, she and her husband, Peter Keuppers, went to the Local Civil Registrar's Office (LCRO) of Davao City to apply for a marriage license because they wanted to get married before Peter's departure on May 22, 2008 so that he could bring the marriage certificate with him back to Germany; that Julie Gasatan, an employee of the LCRO, explained the process for securing the license, and apprised them that it would be virtually impossible to solemnize their marriage before May 22, 2008 because of the requirement for the mandatory 10-day posting of the application for the marriage license; that Gasatan then handed a note with the advice for the couple to proceed to the office of DLS Travel and Tours Corporation (DLS Travel and Tours) in Sandawa, Matina, Davao City to look for a person who might be able to help the couple; that in the office of the DLS Travel and Tours, Lorna Siega, the owner, told the couple that the marriage processing fees charged by her office would be higher than the ₱600.00 fee collected in the City Hall in Davao City; that Siega assured that the couple would immediately get the original as well as the National Statistics Office (NSO) copies of the marriage certificate; that Siega then required the couple to fill up forms but instructed the couple to leave the spaces provided for the address and other information blank; that the couple paid ₱15,750.00 to Siega purportedly to cover the fees of the solemnizing Judge, the certification fee, the security fee, the City Hall fee, the service fee and the passport fee; and that Siega later on confirmed to the couple the date, time and place of the solemnization of the marriage.

According to the complainant, respondent Judge solemnized the marriage on May 19, 2008 in the premises of the DLS Travel and Tours in Davao City; that the staff of the DLS Travel and Tours later on handed to the couple the copy of the marriage certificate for their signatures; that on the

¹ *Rollo*, p. 1.

² *Id.* at 2-5.

³ *Id.* at 7-9.

following day, May 20, 2008, the couple returned to the DLS Travel and Tours to pick up the documents as promised by Siega; that the couple was surprised to find erroneous entries in the marriage certificate as well as on the application for marriage license, specifically: (a) the certificate stating "Office of the MTCC Judge, Island Garden City of Samal" as the place of the solemnization of the marriage although the marriage had been solemnized in the office of the DLS Travel and Tours in Davao City; (b) the statement in the application for marriage license that she and her husband had applied for the marriage license in Sta. Cruz, Davao City on May 8, 2008 although they had accomplished their application on May 12, 2008 in the office of the DLS Travel and Tours; and (c) the statement in their application for marriage license on having appeared before Mario Tizon, the Civil Registrar of Sta. Cruz, Davao del Sur, which was untrue.

In his comment dated February 2, 2010,⁴ the respondent professed no knowledge of how the complainant had processed and secured the documents pertinent to her marriage; denied personally knowing her and the persons she had supposedly approached to help her fast-track the marriage; insisted that he had met her only at the time of the solemnization of the marriage, and that the solemnization of the marriage had been assigned to him; asserted that the documents necessary for a valid marriage were already duly prepared; and claimed that he was entitled to the presumption of regularity in the performance of his duties considering that the documents submitted by her had been issued by the appropriate government agencies. He contended that he should not be blamed for the erroneous entries in her certificate of marriage because the same had been merely copied from her marriage license and from the other documents submitted therewith, and also because he had not been the person who had prepared the certificate; and that he had only performed the ministerial duty of solemnizing the marriage based on the proper documents submitted to him, with the real parties involved having personally signed the certificate of marriage before him.

The respondent also denied receiving any amount for solemnizing the marriage of the complainant and her husband; and pointed out that he had not been aware as the solemnizing officer if any of the documents submitted by her was spurious. He recalled that she had freely and voluntarily signed the certificate of marriage; and that it was the same document that had been filed in the Local Civil Registrar's Office of Davao City. He declared that the marriage certificate itself stated the place of the solemnization of the marriage; and that he did not alter, modify or amend the entries therein.

⁴ Id. at 18-19.

Report & Recommendation of the Investigating Justice

Upon the recommendation of the OCA,⁵ the Court referred the complaint to the Court of Appeals in Cagayan de Oro City for investigation, report and recommendation. The complaint, originally assigned to Associate Justice Pamela Ann Abella Maxino for such purposes, was re-assigned to Associate Justice Maria Elisa Sempio Diy in view of the transfer of Associate Justice Maxino to the Cebu Station of the Court of Appeals.

On August 10, 2012, Investigating Justice Sempio Diy submitted her report and recommendation as the Investigating Justice,⁶ whereby she concluded and recommended as follows:

The undersigned Investigating Officer, in the course of the investigation, has been hurled with overwhelming evidence that the marriage between complainant and Peter Keuppers was held *only* in the premises of DLS Travel and Tours Corporation, Sandawa Road, Matina, Davao City, and was solemnized by respondent. Several witnesses for complainant affirmed the same. More importantly, this Office has conducted an ocular inspection of the premises of DLS Travel and Tours. During said inspection, it was confirmed that the premises shown in Exhibits "G", "G-1", "G-2", "G-3", "G-4", and "G-5" where respondent is seen solemnizing a wedding, is the same place subject of the ocular inspection. Hence, the DLS Travel and Tours building is, in fact, the actual venue of complainant's wedding.

It is also of equal importance to note that respondent admitted that he indeed solemnized the subject marriage outside of his jurisdiction. In fact, in his testimony, respondent stated:

A: Rosilanda Maningo was really begging that the marriage be performed since that was the very day of the marriage as the German fiancé will be leaving soon. Because of pity, I accommodated the parties. I risked your honor because I didn't want that the marriage be postponed as it was for the best interest of the couple because according to Rosilanda Maningo that was the only day, the German fiancé was leaving for Germany. **So, I decided to solemnize the marriage in the office of DLS Travel and Tours.**

(Emphasis supplied)

The fact that respondent solemnized a marriage outside of his jurisdiction is further bolstered by his own admission that he solemnized the marriage of complainant and Peter Keuppers at DLS Travels and Tours and not in his territorial jurisdiction in the Island Garden City of Samal.

⁵ Id. at 22-24.

⁶ Id. at 38-58.

Indeed, respondent knows the possible consequence of the aforementioned act when he said:

A: I was thinking your honor that there was a sanction but because of my honest intention to help the parties because they were already begging that the solemnization be performed [*sic*]. I was honest with my intention and my conscience was clear.

However, this Office is also duty bound to specify that respondent had no hand in the preparation and processing of the documents pertaining to the subject wedding. The witness for complainant, Lorna Siega, stated:

Q: Madam, you mentioned a while ago that your establishment was the one who processed the documents for Rosilanda Maningo Kuppers and Peter Keuppers to get married, you confirm that?

A: Yes, ma'am.

Q: Who prepared the certificate of marriage?

A: Orlan.

Q: How about the marriage contract?

A: My employee.

-xxx- -xxx- -xxx-

Q: Who supplied the entries in the marriage contract?

A: Based on the marriage license.

-xxx- -xxx- -xxx-

Q: So, in relation to this case the once [*sic*] involving Peter Keuppers, I have here the copy of the marriage contract, have you seen this document, if any?

A: Yes, ma'am.

Q: You would confirm that the place of marriage typed there is the office of the MTCC Judge, Branch 2, Island Garden City of Samal?

A: Yes, ma'am.

Q: And your office supplied the information in the upper portion in the certificate of marriage which is Davao del Norte, Island Garden City of Samal?

A: Yes, ma'am.

Be that as it may, this Office is of the opinion that notwithstanding that respondent had no hand in the preparation and processing of the

subject marriage, he indeed solemnized a marriage outside of his territorial jurisdiction, subject to sanctions that the Office of the Court Administrator may impose.

The above-quoted Article 8 of the Family Code clearly states that a marriage can be held outside the judge's chambers or courtroom only in the following instances: 1.] at the point of death; 2.] in remote places in accordance with Article 29; or 3.] upon the request of both parties in writing in a sworn statement to this effect.

Inasmuch as respondent's jurisdiction covers only the Island Garden City of Samal, he was not clothed with authority to solemnize a marriage in Davao City.

In this case, there is no pretense that either complainant or her fiancé Peter Keuppers was at the point of death or in a remote place. Neither was there a sworn written request made by the contracting parties to respondent that the marriage be solemnized outside his chambers or a place other than his *sala*. What in fact appears on record that respondent took pity on the couple and risked sanctions to attend to the urgency of solemnizing the marriage of complainant and Peter Keuppers.

In *Beso vs. Daguman*, the Supreme Court held:

A person presiding over a court of law must not only apply the law but must also live and abide by it and render justice at all times without resorting to shortcuts clearly uncalled for. A judge is not only bound by oath to apply the law; he must also be conscientious and thorough in doing so. Certainly, judges, by the very delicate nature of their office[,] should be more circumspect in the performance of their duties.

The undersigned Investigating Officer believes that taking pity on the Keuppers couple is not enough reason for respondent to risk possible sanctions that may be imposed upon him for not observing the applicable laws under the circumstances. It is his sworn duty to conscientiously uphold the law at all times despite the inconvenience that it may cause to others.

Significantly, Canon 6, Section 7 of the New Code of Judicial Conduct for the Philippine Judiciary mandates:

-xxx- Judges shall not engage in conduct incompatible with the diligent discharge of judicial duties.

It is likewise worth mentioning that respondent cannot be charged with ignorance of the law considering that he knew the consequences of his actions and he also cannot be seen as a judge that demonstrates a lack of understanding of the basic principles of civil law. Lastly, it also does not appear from the records that he has been previously charged with any offense or that there is/are any pending administrative case/s against him.

RECOMMENDATION:

The undersigned Investigating Justice finds that indeed respondent is guilty of solemnizing a marriage outside of his territorial jurisdiction

under circumstances not falling under any of the exceptions as provided for in Article 8 of the Family Code. Considering, however, the factual milieu of the instant case and the peculiar circumstances attendant thereto, it is respectfully recommended that respondent be meted a fine of **₱5,000.00** with a **STERN WARNING** that a repetition of the same or a similar offense in the future will be dealt with severely.

Issue

Was respondent Judge liable for grave misconduct and conduct prejudicial to the best interest of the service?

Ruling of the Court

We hold and find respondent Judge guilty of grave misconduct and conduct prejudicial to the best interest of the service for solemnizing the marriage of the complainant and her husband outside his territorial jurisdiction, and in the office premises of the DLS Tour and Travel in Davao City.

Such place of solemnization was a blatant violation of Article 7 of the *Family Code*, which pertinently provides:

Art. 7. Marriage may be solemnized by:

(1) **Any incumbent member of the judiciary within the court's jurisdiction;**

x x x x

Furthermore, in solemnizing the marriage of the complainant and her husband in the office premises of the DLS Tour and Travel in Davao City despite the foregoing provision of the *Family Code*, respondent Judge flagrantly violated the spirit of the law. Article 8 of the *Family Code* disallows solemnizing the marriage in a venue other than the judge's courtroom or chambers, *viz.*:

Article. 8. The marriage shall be solemnized publicly in the chambers of the judge or in open court, in the church, chapel or temple, or in the office the consul-general, consul or vice-consul, as the case may be, and not elsewhere, except in cases of marriages contracted on the point of death or in remote places in accordance with Article 29 of this Code, or where both of the parties request the solemnizing officer in writing in which case the marriage may be solemnized at a house or place designated by them in a sworn statement to that effect. (57a)

Respondent Judge's explanation of having done so only out of pity for the complainant after she had supposedly claimed that her German fiancé was soon returning to Germany and wanted to bring with him the certified copy of the marriage certificate did not diminish his liability, but instead highlighted his dismissive and cavalier attitude towards express statutory requirements instituted to secure the solemnization of marriages from abuse. By agreeing to solemnize the marriage outside of his territorial jurisdiction and at a place that had nothing to do with the performance of his duties as a Municipal Trial Judge, he demeaned and cheapened the inviolable social institution of marriage. Article 8 of the *Family Code* contains the limiting phrase *and not elsewhere*, which emphasizes that the place of the solemnization of the marriage by a judge like him should only be in his office or courtroom. Indeed, the limiting phrase highlighted the nature and status of the marriage of the complainant and her husband as "a special contract of permanent union between a man and a woman," and as "the foundation of the family and an inviolable social institution whose nature, consequences, and incidents are governed by law and not subject to stipulation."⁷ The only exceptions to the limitation are when the marriage was to be contracted on the point of death of one or both of the complainant and her husband, or in a remote place in accordance with Article 29 of the *Family Code*,⁸ or where both of the complainant and her husband had requested him as the solemnizing officer in writing to solemnize the marriage at a house or place designated by them in their sworn statement to that effect.

Respondent Judge's offense was not his first act of gross misconduct concerning the discharge of the office of solemnizing marriages. He had been charged on February 28, 2008 in A.M. No. RTJ-10-2223 entitled *Palma v. Judge George E. Omelio, Regional Trial Court, Br. 14, Davao City (then of Municipal Trial Court in Cities, Br. 4, Davao City), Judge Virgilio G. Murcia, Municipal Trial Court in Cities, Br. 2, et al.* with having affixed his signature as the solemnizing officer on the marriage contract *without having actually solemnized the marriage*. The charge was in violation of Administrative Order No. 125-2007 dated August 8, 2007 (*Guidelines on the Solemnization of Marriage by the Members of the Judiciary*). The Court declared him guilty of gross misconduct, and fined him in the amount of ₱40,000.00.⁹ The present offense was committed on May 19, 2008.

Misconduct consists in the transgression of some established and definite rule of action, or, more particularly, in an unlawful behavior or gross

⁷ Article 1, *Family Code*.

⁸ Article 29. In the cases provided for in the two preceding articles, the solemnizing officer shall state in an affidavit executed before the local civil registrar or any other person legally authorized to administer oaths that the marriage was performed *in articulo mortis* or that the residence of either party, specifying the barrio or *barangay*, is so located that there is no means of transportation to enable such party to appear personally before the local civil registrar and that the officer took the necessary steps to ascertain the ages and relationship of the contracting parties and the absence of legal impediment to the marriage. (72a)

⁹ See A.M. No. RTJ-10-2223, August 30, 2017.

negligence by the public officer. It implies wrongful intention, and must not be a mere error of judgment. Respondent Judge was guilty of grave, not simple, misconduct because he had at the very least the wilful intent to violate the *Family Code* on the venue of a marriage solemnized by a judge, and to flagrantly disregard the relevant rules for such solemnization set forth in the law. The office of solemnizing marriages should not be treated as a casual or trivial matter, or as a business activity. For sure, his act, although not criminal, constituted grave misconduct considering that crimes involving moral turpitude are treated as separate grounds for dismissal under the *Administrative Code*.¹⁰ It is relevant to observe, moreover, that his acts of grave misconduct and conduct prejudicial to the best interest of the service seriously undermined the faith and confidence of the people in the Judiciary.

The Investigating Justice recommended the imposition on respondent Judge of the mealy fine of ₱5,000.00 with a stern warning that a repetition of the same or a similar offense in the future would be dealt with severely. The recommendation did not take into account that the present charge was the second offense respondent Judge committed in relation to his office of solemnizing marriages. Given that the charge was committed with a wilful intent to violate the letter and the spirit of Article 7 and Article 8 of the *Family Code*, and to flagrantly disregard the relevant rules for the solemnization of marriages set by the *Family Code*, the proper penalty was dismissal from the service.

Yet, dismissal from the service can no longer be imposed in view of the intervening retirement from the service of respondent Judge. Instead, the Court forfeits all his retirement benefits except his accrued leaves.

WHEREFORE, the Court **FINDS** and **HOLDS** respondent **JUDGE VIRGILIO G. MURCIA**, the former Presiding Judge of the Municipal Trial Court in Cities, Branch 2, in the Island Garden City of Samal, Davao del Norte **GUILTY** of **GRAVE MISCONDUCT** and **CONDUCT PREJUDICIAL TO THE BEST INTEREST OF THE SERVICE**; and, **ACCORDINGLY, DECLARES** as forfeited all his retirement benefits, except his accrued leaves, with prejudice to his appointment in the government service.

SO ORDERED.


LUCAS P. BERSAMIN
Associate Justice

¹⁰ *Office of the Court Administrator v. Lopez*, A.M. No. P-10-2788, January 18, 2011, 639 SCRA 633, 639.

WE CONCUR:

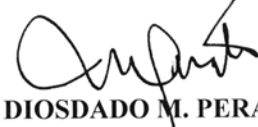
(On Leave)

MARIA LOURDES P. A. SERENO
Chief Justice


ANTONIO T. CARPIO
Acting Chief Justice

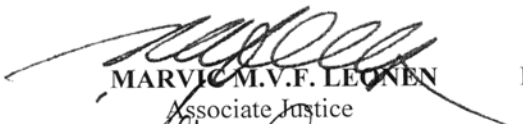

PRESBITERO J. VELASCO, JR.
Associate Justice


TERESITA J. LEONARDO-DE CASTRO
Associate Justice

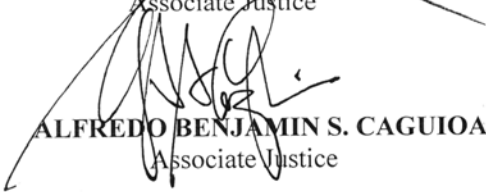

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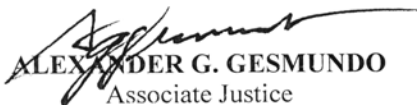

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