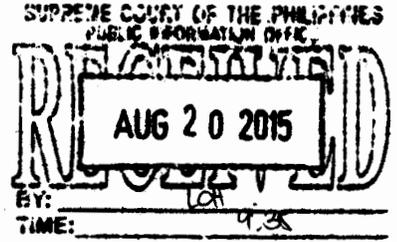




REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION



NOTICE

Sirs/Mesdames:

Please take notice that the Court, Second Division, issued a Resolution dated **03 August 2015** which reads as follows:

¹A.M. No. P-15-3343 [Formerly OCA IPI No. 13-4097-P] (Dumaguete CLC Lending Corporation, represented by Francisco Martinez v. Susana O. Tubilla, Court Stenographer III, Regional Trial Court, Branch 31, Dumaguete City, Negros Oriental).

In its verified complaint,¹ dated April 2, 2013, filed before the Office of the Court Administrator (OCA), Dumaguete CLC Lending Corporation (*complainant*) charged Susan O. Tubilla (*respondent*), Stenographer III of the Regional Trial Court, Branch 31, Dumaguete City, Negros Oriental (RTC), with dishonesty, conduct unbecoming of a court personnel and deliberate failure to pay just debts.

Complainant's Position

On October 26, 1992, respondent obtained a loan from the complainant in the amount of ₱18,600.00 payable within twelve (12) months, as evidenced by a promissory note² executed on the same date.

Upon the maturity date of the loan, respondent failed to settle her obligation to complainant. The succeeding demand letters sent by complainant fell on deaf ears. Thus, complainant prayed that respondent be administratively penalized for deliberately evading the payment of her monetary obligations.

Respondent's Position

In her Comment,³ dated July 24, 2013, respondent admitted that she accomplished a loan application and executed a promissory note in favor of complainant. She claimed, however, that the loan was not hers, but that of a certain Marichu Tablatin (*Tablatin*), who was close to owners of the complainant and who withheld the checks of RTC employees who had obligation to said entity. Respondent insisted that she did not gain anything from the loan transaction. She claimed that complainant was fully aware that she only accommodated Tablatin, as the latter was in dire need of money to pay for her children's tuition fees.

¹ *Rollo*, pp. 2-5.

² *Id.* at 10.

³ *Id.* at 18-22.

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Respondent explained that when she started receiving the demand letters, she was assured by Tablatin's husband that she was continuously paying her obligations with CLC even if she was already in the United States at that time. With respect to the last demand letter she received from complainant, she referred it to a lawyer who advised her to wait for the collection suit that would be filed against her.

Respondent added that she was willing to pay but sought the condonation of the interests of her loan as she never benefited therefrom. In spite of this, complainant refused her request and demanded the payment of ₱50,000.00 on or before April 2012. The foregoing circumstances, according to her, showed that she had no intention to evade the payment of her debt.

Report and Recommendation

In its Report and Recommendation,⁴ dated June 16, 2015, the OCA was of the view that the charge of dishonesty against respondent was inapplicable to this case. It opined, however, that respondent committed willful failure to pay just debts amounting to conduct unbecoming of a court employee. With her admission of the existence of the loan, the execution of the promissory note and her non-payment, her defense of accommodation was not given any credence by the OCA. The current debt was considered "just debt" as its existence was admitted by her as a debtor. Thus, her failure to fully settle her obligation for a number of years constituted an outright refusal to pay a just debt, for which she is administratively liable.

The OCA recommended that the case be re-docketed as a regular administrative matter; that respondent be reprimanded for her willful failure to pay just debts amounting to conduct unbecoming of a court employee; that respondent be required to fully settle her obligation and non-compliance therewith shall be dealt with more severely; and that the charge of dishonesty be dismissed.

The Court's Ruling

The Court adopts the recommendation of the OCA with modification on the penalty to be imposed.

Respondent was administratively charged with (1) dishonesty; and (2) willful failure to pay just debts amounting to conduct unbecoming of a court employee.

⁴ Id. at 25-28.

Dishonesty is defined as the disposition to lie, cheat, deceive, or defraud; untrustworthiness; lack of integrity; lack of honesty, probity or integrity in principle; lack of fairness and straightforwardness; or disposition to defraud, deceive or betray.⁵

The Court agrees with the OCA that complainant failed to substantiate the charge of dishonesty against respondent. Complainant did not even specify what particular acts of respondent constituted dishonesty. Thus, the charge of dishonesty must be dismissed.

With regard to the second charge, the Uniform Rules on Administrative Cases in the Civil Services defines "just debts" as those (1) claims adjudicated by a court of law, or (2) claims the existence and justness of which are admitted by the debtor. Willful failure to pay just debts constitutes a light offense.⁶

Respondent is indeed guilty of willful failure to pay just debts amounting to conduct unbecoming of a court employee. The existence of her monetary obligation to complainant is not being disputed. Despite the execution of the promissory note and the service of six (6) demand letters,⁷ respondent disregarded her obligation. The loan was due on October 15, 1993; yet, until now, it remains unpaid.

Also, respondent's defense that the loan was executed as an accommodation for Tablatin could not absolve her. Respondent failed to provide any proof that there was such an accommodation. Absent any valid excuse, respondent should have paid her obligation with complainant when it became due; otherwise, she must be administratively held liable for non-payment of just debts.

To preserve decency within the Judiciary, court personnel must comply with just contractual obligations, act fairly and adhere to high ethical standards. Like all court personnel, respondent is expected to be a paragon of uprightness, fairness and honesty not only in all her official conduct but also in her personal actuations, including business and commercial transactions, so as to avoid becoming her court's albatross of infamy.⁸

⁵ *Office of the Court Administrator v. Ampong*, A.M. No. P-13-3132, June 4, 2014, 724 SCRA 488, 494.

⁶ *Campomanes v. Violon*, A.M. No. P-11-2983, July 25, 2012, 677 SCRA 433, 435.

⁷ *Rollo*, pp. 11-16.

⁸ *Quedan and Rural Guarantee Corp. v. Caubalejo*, 506 Phil. 506, 510 (2005).

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The Court, however, cannot order respondent to pay her loan to complainant in this case. In the recent case of *Foster v. Atty. Agtang*,⁹ it was ruled that the only concern of the Court in a disciplinary proceeding was the determination of the respondent's administrative liability and its findings had no material bearing on other judicial actions which the parties may choose against each other. To rule otherwise, the Court explained, would in effect deprive the respondent of his right to appeal since administrative cases were filed directly with the Court. The Court further stated that the quantum of evidence required in civil cases was different from the quantum of evidence required in administrative cases, and that the different prescriptive periods applicable to civil cases were inapplicable to administrative cases which were, as a rule, imprescriptible. In the said case, the Court ordered the erring lawyer to return only the amounts he received pursuant to their lawyer-client relationship, but not the loans he received in his private capacity.

Similarly, in this case, the Court is only confined in the determination of respondent's administrative liability as a court personnel and not her other civil liabilities incurred in her personal capacity. Under the Uniform Rules, willful failure to pay just debts is classified as a light offense with the corresponding penalty of reprimand for the first offense.¹⁰

WHEREFORE, respondent Susana O. Tubilla, Stenographer III of the Regional Trial Court, Branch 31, Dumaguete City, Negros Oriental, is **REPRIMANDED** for her willful failure to pay just debts which amounts to conduct unbecoming a court employee. The respondent is also **WARNED** that a commission of the same or similar acts in the future shall be dealt with more severely.

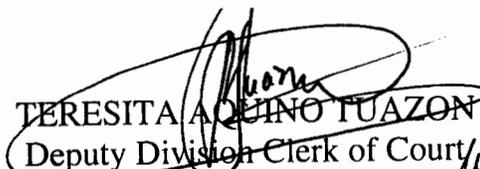
The charge of dishonesty against respondent is **DISMISSED**.

SO ORDERED."

Very truly yours,

MA. LOURDES C. PERFECTO
Division Clerk of Court

By:


TERESITA AQUINO TUAZON
Deputy Division Clerk of Court

⁹ A.C. No. 10579, December 10, 2014.

¹⁰ *Victor v. Zafra*, A.M. No. P-11-2917, December 2, 2014.

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HON. COURT ADMINISTRATOR

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HON. DEPUTY COURT ADMINISTRATOR

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Office of Administrative Services (x)

Office of the Court Administrator

Supreme Court, Manila

MR. FRANCISCO C. MARTINEZ (reg)

Complainant

Dumaguete CLC Lending Corporation

Sta. Catalina Street, 6200 Dumaguete City, Negros Oriental

MS. SUSANA ORAC-TUBILLA (reg)

Court Stenographer III

Regional Trial Court, Br. 31

Dumaguete City, Negros Oriental

-and-

Villa Amada, Pulangtubig

Dumaguete City, Negros Oriental

HON. PRESIDING JUDGE (reg)

Regional Trial Court, Branch 31

Dumaguete City, Negros Oriental

OFFICE OF THE CHIEF ATTORNEY (x)

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A.M. No. P-15-3343. 08/03/15 (62[b])URES

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