



Republic of the Philippines
Supreme Court
 Manila

SUPREME COURT OF THE PHILIPPINES
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FIRST DIVISION

**MS. FLORITA PALMA and MS.
 FILIPINA MERCADO,**
Complainants,

A.M. No. RTJ-10-2223
(Formerly A.M. OCA IPI No. 08-3003-RTJ)

- versus -

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, and
Clerk of Court MA. FLORIDA C.
OMELIO, Municipal Trial Court in
Cities, Office of the Clerk of Court,
both of the Island Garden City of
Samal,

Present:

SERENO,* *C.J.*,
 LEONARDO-DE CASTRO,**
 DEL CASTILLO,***
 JARDELEZA, *and*
 TIJAM, *JJ.*

Respondents.

Promulgated:

AUG 30 2017

X ----- X

DECISION

DEL CASTILLO, J.:

On July 8, 2007, a certain Filipina Mercado (Mercado) sent an electronic mail¹ (e-mail) to the pio@supremecourt.gov.ph regarding an alleged “marriage scam” in Davao City perpetrated by Municipal Trial Court in Cities (MTCC) Judges George E. Omelio (Judge Omelio) and Rufino Ferraris (Judge Ferraris).² Mercado claimed to have personal knowledge of the illegal activities of the said judges as she was once a “fixer”.

On March 17, 2008, a certain Florita Palma (Palma) also sent an e-mail³ to the pio@supremecourt.gov.ph complaining about the alleged dishonorable conduct of respondents Judge Omelio and his wife, Clerk of Court Ma. Florida C.

* On leave.

** On official leave.

*** Acting Chairperson, per Special Order No. 2476 dated August 29, 2017.

¹ *Rollo*, p. 8.

² *Id.* at 1.

³ *Id.* at 6-7.

Omelio (CoC Omelio), relative to the solemnization of the marriage of a certain "Echeverria."

Acting thereon, the Office of the Court Administrator (OCA) dispatched an investigating team to Davao City which found as follows:

Following the only lead given, the investigating team proceeded directly to MTCC, Davao City.

x x x The investigators asked [Atty. Fe Maloloy-on, Clerk of Court, OCC⁴-MTCC, Davao City] x x x relative to the alleged marriage scam prevailing in Davao City. She informed the investigators that there were [sic] no reported incident relative thereto but x x x intimated that there were some rumors x x x [however] no complainants x x x came forward to complain about such actions of the judges. When x x x asked x x x [whether] there was a marriage solemnized x x x [involving a certain] Echevarria, she stated that there was none[.] x x x Atty. Maloloy-on however x x x [recalled] an incident wherein a lady called up her office and asked whether the copy of the marriage contract of her child was already [ready] for pick up. When asked about the name of the parties_(s) x x x and the [solemnizing] judge, and the date of solemnization_(s) the caller merely stated that one of the parties' surname [sic] was Echevarria and it was solemnized by Judge George Omelio on February 29, 2008. x x x Atty. Maloloy-on searched for the record of such marriage but x x x there was none ever recorded in MTCC, Davao City. x x x [S]he relayed the information to the phone caller who x x x got angry and demanded the production of a copy of the marriage contract. Atty. Maloloy-on calmed the phone caller and asked her to drop by her office [but t]he phone caller never dropped by her office and was never heard [of] again.

x x x [A]s there was no marriage solemnized [on] February 29, 2008 wherein one of the party bears the surname of Echevarria, [the investigators proceeded] to MTCC, Island Garden [City] of Samal as Florita Palma mentioned that Judge Omelio was with his wife when he solemnized the marriage at the house of the parties in Davao City. The wife of Judge Omelio, Mrs. Florida Omelio is the Clerk of Court of MTCC, OCC, Island Garden City of Samal.

On June 19, 2008_(s) x x x the investigators first proceeded to the Local Civil Registrar of Island City Garden of Samal, to investigate x x x. Surprisingly, a marriage was solemnized in Island Garden City of Samal on [February] 28, 2008 by Judge Virgilio G. Murcia x x x. The parties' names are Julius Regor M. Echevarria and Khristine Marie D. Duo. x x x [T]he investigators asked the Assistant Local Civil Registrar [for] a photocopy of the said marriage contract. x x x The investigators then proceeded to MTCC, Island Garden City of Samal to interview Judge Murcia and Mrs. Omelio. However, Mrs. Omelio was not present and available at that time x x x. Likewise, Judge Murcia was at MTCC, Davao City to hear inhibited cases thereat.

At MTCC, Davao City, the investigators briefed Judge Murcia of the purpose of the investigation x x x When asked whether he solemnized the marriage of Echevarria and Duo at Island Garden City of Samal, he stated that he



⁴ Office of the Clerk of Court.

[could not] really remember the parties considering the numerous marriages he had solemnized in the past. When [asked] whether the signature on the marriage contract of Echevarria and Duo was his, he [admitted] that same was x x x his signature. [When] asked whether he was persuaded by the Omelios into signing a marriage certificate without the parties being present,⁵ x x x he replied that it was not possible. He claimed that he [was] meticulous in the examination of the marriages he solemnizes and he makes sure that the parties are present when he puts his signature on the marriage contract.

The next day, June 20, 2008 the investigating team x x x proceeded to the address x x x of Julius Regor Echevarria x x x.

x x x [The investigators chanced upon [Mr. Julius Echevarria at his residence]. When asked whether he was married on February 28, 2009 at his residence, he positively affirmed such fact. When inquired who solemnized said marriage, he readily answered that it was Judge George Omelio. [When] asked how he can positively state that it was Judge Omelio, he said that he knew Judge Omelio as he was known in the community, he even gave the investigators a copy of the pictures of the wedding x x x. [W]hen the investigators x x x asked if he has [sic] a copy of their marriage contract, Mr. Echevarria immediately presented the same. The investigators then pointed out that per copy of the marriage it was Judge Murcia who solemnized their marriage in Island Garden City of Samal and not Judge Omelio. Mr. Echevarria was quite surprised to learn of such fact as it was his first time to notice the same. Thereafter, the mother of Julius Echevarria, Mrs. Tita Echevarria, came x x x. The investigators introduced themselves and stated their purpose. x x x Tita Echevarria appeared irritated and surprised why they were being investigated and immediately demanded the basis of such investigation. The investigators readily showed her a copy of the letter of Florita Palma. After reading the letter, Tita Echevarria stated that she does not know x x x Florita Palma. Julius Echevarria however noticed some similarities in the circumstances of his marriage and that of the one stated in the letter of Florita Palma, except for some minor [inconsistencies] as to the date of solemnization and the person accompanying Judge Omelio. He said that the marriage took place in their house and not anywhere in the Island Garden City of Samal and it was solemnized on February 28 and not February 29, 2008 and that Judge Omelio did not have company when he solemnized the marriage. He likewise stated that he does not know how much was given to Judge Omelio as solemnization fee as his parents were the one [sic] who paid the same. Mrs. Tita Echevarria however [asserted] that they are not interested in filing any complaints or x x x willing to state what they know in an affidavit to be sworn by them. She [begged] the investigators to just leave them be and suggested that if the investigators [were] really bent on catching judges doing some anomaly, they should make an entrapment for that purpose.⁵

Based on the foregoing findings, the OCA directed Judge Omelio, Judge Virgilio G. Murcia (Judge Murcia), and CoC Omelio, to comment on the e-mails and on the report of the investigating team.⁶



⁵ Rollo, pp. 2-4.

⁶ Id. at 13-15.

In his Comment,⁷ Judge Omelio narrated that his neighbors, Librado G. Echevarria III and Teresita P. Mapayo (the Echevarrias), went to his office at the MTCC, Branch 4, Davao City, on February 25, 2008, requesting that he solemnize the marriage of their son Julius Regor [Julius]; that since they wanted a beach wedding, he suggested that they see Judge Murcia whose court has jurisdiction over the Island Garden City of Samal; that on February 29, 2008, the Echevarrias invited him and his wife to dinner at their house for those who were not able to attend their son's wedding on February 28, 2008; and that during said dinner, the Echevarrias requested him to "reenact the wedding for purposes of picture taking and posterity,"⁸ to which he acceded.

Moreover, Judge Omelio posited that the e-mail/complaints of Palma and Mercado should have been disregarded for being unsigned and not under oath; that the allegations were unfounded and meant only to harass; and, that he did not demand any amount from the Echevarrias.

For her part, CoC Omelio found nothing wrong with her husband, Judge Omelio, acceding to the request of the Echevarrias to reenact the wedding; that if at all, the Echevarrias were the parties in interest, and not Palma, hence the latter had no reason to file the complaint; and that her only participation was to accompany her husband to the dinner party.⁹

Judge Murcia, on the other hand, insisted that his name was never mentioned in the complaint; and that he was impleaded only because his signature appeared in the subject marriage contract. Judge Murcia claimed that he solemnized the subject marriage on February 28, 2008 at about 5:30 in the afternoon in his courtroom; that the contracting parties, as well as their witnesses, appeared before him; and, that all the documents in support of said marriage, as well as the corresponding receipts for the fees, were presented before him.¹⁰

Since there were factual issues to be clarified, the Court resolved to redocket the complaint into a regular administrative matter and to refer the same to the Court of Appeals (CA) for investigation, report and recommendation.¹¹

Upon referral to the CA, the Investigating Justice¹² directed respondents to submit, in lieu of their direct testimonies, their affidavits, as well as those of their witnesses.¹³



⁷ Id. at 16-21.

⁸ Id. at 17.

⁹ Id. at 22-23.

¹⁰ Id. at 27-29.

¹¹ Id. at 45.

¹² Court of Appeals Associate Justice Ramon Paul L. Hernando.

¹³ *Rollo*, pp. 53-55.

CoC Omelio adopted her earlier comment filed with the OCA as integral part of her Affidavit.¹⁴ In addition, she averred that the participation of the Office of the Clerk of Court (OCC) was only the receipt of payment and its remittance to the Chief Accountant of the Supreme Court.

Judge Omelio submitted his Affidavit¹⁵ where he also adopted his comment earlier submitted to the OCA as forming part thereof. In addition, he reiterated that the complaints were mere harassment suits and pure hearsay.

Judge Murcia also adopted his comment filed with the OCA as part of his Affidavit.¹⁶ He maintained that he should not have been impleaded as respondent herein since his name was never mentioned by Palma or Mercado. He contended that the investigation should focus only on the personalities named in the complaint.

The Investigating Justice then directed the respondents to attend a preliminary conference and hearing.

Thereafter, the Investigating Justice submitted a Report¹⁷ dated December 15, 2010. As regards Judge Omelio, the Investigating Justice found him to have trifled with marriage as a social institution and held him administratively liable, to wit:

The act of respondent Judge Omelio in conducting what essentially was a sham wedding is, by all accounts, against public law and public policy. In so conducting a bogus wedding before the public, Judge Omelio had trifled with marriage, an inviolable social institution and the foundation of the family whose nature, consequences and incidents are governed by law x x x. As a jurist, Judge Omelio ought to know that a judge's power to solemnize marriage is to be exercised in accordance with law. This includes the appearance before him in his chamber[s] by the contracting parties x x x where they x x x declare personally that they take each other as husband and wife x x x. While he has undoubtedly the authority to solemnize marriages, he had clearly overstepped the bounds of that authority by administering a fraudulent wedding ceremony; x x x [H]e should have declined the importunings of the groom's parents to conduct a "re-enactment" of the wedding x x x.

x x x Worst, Judge Omelio lied when he declared during his testimony before the undersigned that he had permitted the other [g]odparents to sign at the back of the marriage certificate to make it appear that those persons had witnessed the marriage rites. x x x However, a certified true copy of that marriage contract x x x [revealed] no such additional signatures of [g]odparents at the certificate's back page. His belated disavowal as to this fact in his Manifestation

¹⁴ Id. at 74-75.

¹⁵ Id. at 77-78.

¹⁶ Id. at 85-86.

¹⁷ Id. at 164-176.



dated 4 November 2010 [was] x x x an afterthought as he realized his lies upon seeing the actual marriage contract himself.

x x x x

As to the charge that Judge Omelio had demanded monetary considerations in exchange for solemnizing the marriage of the Echevarrias, there [appeared] no sufficient evidence that such had been the case. Indeed, both complainants had not substantiated their claims, contained in their e-mail letters, that respondent Judge and his wife, co-respondent Mrs. Omelio, had resorted to the unsavory and unlawful activity of asking money from the parties in order for the judge to conduct the sham wedding rites. The claims remained as such – just claims without any supporting evidence to prove them. Thus, as to this particular aspect of the administrative case, respondent Judge Omelio, and for that matter, his co-respondent, his spouse Mrs. Omelio, should not be held liable in any way, whether administratively or criminally.

However, for his highly irregular solemnization of a sham marriage, which obviously arose from his misguided comprehension of the appropriate duties and functions of a magistrate and the inviolability of marriage as a social institution, Judge Omelio should be held administratively liable. x x x¹⁸

As regards Judge Murcia, the Investigating Justice found no infraction on his part in solemnizing the subject marriage. Instead, his liability consisted in failing to collect the necessary solemnization fees, viz.:

There [was] no sufficient evidence to show that respondent Judge Murcia had solemnized the marriage of the Echevarrias in a manner violative of the Family Code. Neither was there proof of any corrupt activity that he committed in the course of solemnizing the Echevarria wedding. However, it [was] apparent, based on the judicial report of respondent Mrs. Omelio x x x that no marriage solemnization fee had been paid by the [contracting] parties before the MTCC OCC. x x x This fact [belied] the claim of Judge Murcia that he had carefully perused the documents of the Echevarrias and only when he determined that all was proper did he then solemnize the marriage. Judge Murcia's act of solemnizing the marriage without the appropriate court documentation as to solemnization fees [constituted] a violation of Supreme Court Admin. Circular No. 3-2000 x x x.¹⁹

Similarly, the Investigating Justice found CoC Omelio administratively liable for failing to collect the solemnization fees, thus:

The records likewise bear out that Mrs. Omelio had not been truthfully forthcoming in her claim that her office had duly collected the marriage solemnization fee of ₱300.00 relative to the civil wedding of the Echevarrias. Her x x x Exh. "A-1" indisputably points to this fact. As it was her duty to collect such fees but did not do so, she should be held administratively liable as



¹⁸ Id. at 171-174.

¹⁹ Id. at 174-175.

well. Her defense that it was the Echevarrias who had personally processed the documentation due to urgency [was], to say the least, passing the buck to said parties. As her act [constituted] a violation of both SC Admin. Circular No. 3-2000 and Circular 127-2007, she should be meted a fine in the amount of Php5,000.00 as well. x x x²⁰

The Court however noted that, in the Report submitted by the Investigating Justice, it was unclear as to “who between respondent Judges Murcia and Omelio [actually] solemnized the marriage of the Echevarrias, where was the marriage solemnized – in Davao City or in the Island Garden City of Samal, and when was the marriage solemnized x x x.”²¹ Noting that these questions could be answered by Julius and Khristine themselves, their parents and those who signed the Certificate of Marriage,²² the Court resolved to refer the matter back to the Investigating Justice for further investigation, report and recommendation.²³

In the Final Report,²⁴ the Investigating Justice manifested that efforts to summon the contracting parties, Julius and Khristine, and the groom’s parents, proved futile since they were already working in Abu Dhabi, while the bride’s parents, Danilo J. Duo and Penegilda D. Duo could not be located at their given address. It was also noted that the “disinterest of the Echevarrias can be traced as early as from the Report dated September 10, 2008 by the former Court Administrator, now Associate Justice of the Supreme Court, Jose P. Perez, who noted that the mother of the groom x x x told the investigating team x x x that ‘they are not interested in filing any complaints or are they willing to state what they know in an affidavit to be sworn by them x x x.’”²⁵ Nevertheless, the Investigating Justice opined that despite the absence of the complainants and other witnesses, the issues raised above could still be resolved based on the documents on hand.

The Investigating Justice noted thus:

The undersigned most respectfully renders the view that despite the absence of the complainants and witnesses, the evaluation of the documents x x x which are now part of the records is sufficient basis to resolve the questions set forth in the above. The evidentiary weight of the documents is not diminished by the absence of complainants and witnesses because these were obtained and authenticated earlier by the investigating team x x x. These documents include the Certificate of Marriage and four colored photographs.

Per page 2 of his Comment x x x, respondent Judge Omelio mentioned his reenactment of the wedding on February 29, 2008 in the Echevarria

²⁰ Id. at 175.

²¹ Id. at 325.

²² Id.

²³ Id. at 328.

²⁴ Id. at 375-384; submitted by Court of Appeals Associate Justice Marilyn B. Lagura-Yap.

²⁵ Id. at 376.

residence. Per transcript of his testimony, Judge Omelio confirmed having re-enacted (the role of a judge) in the wedding of the Echevarria couple.

A careful scrutiny of the documents establishes the following facts:

1. Both respondents Judge Murcia and Judge Omelio solemnized the marriage of Julius Regor M. Echevarria and Khristine Marie D. Duo. But it is respondent Judge Murcia whose name and signature appear in the Certificate of Marriage while there are only pictures to show that respondent Judge George E. Omelio also married the couple. x x x

2. Per Certificate of Marriage, respondent Judge Murcia officiated the marriage in MTCC, Branch 2 Babak District, Island Garden City of Samal, Davao del Norte on February 28, 2008 at 5:30 P.M.

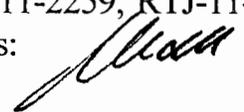
3. Respondent Judge Omelio re-enacted the marriage of Regor and Khristine Marie, in the residence of the Echevarrias, x x x in Monte Maria Village, Catalunan Grande, Davao City, on February 29, 2008 at around 6:00 o'clock in the evening. x x x

Based on the above facts, it cannot be ascertained if respondent Judge Murcia and his Clerk of Court, respondent Ma. Florida C. Omelio falsified the Certificate of Marriage. x x x

With regard to respondent Judge Omelio, he could not be held liable for falsification since he did not have any participation at all in the execution of the Certificate of Marriage. His re-enactment of the marriage did not include the act of preparation of the Certificate of Marriage. Without that public document, it is also difficult to render a finding on whether or not respondent Judge Omelio may be held liable for performing an illegal marriage ceremony which is punished under Article 352 of the Revised Penal Code.²⁶

In a Resolution²⁷ dated December 5, 2012, the Court resolved to refer the Final Report of the Investigating Justice to the OCA for evaluation, report and recommendation.

In a Memorandum²⁸ dated January 15, 2014, the OCA found all three respondents to have violated Administrative Order No. 125-2007 (AO 125-2007), to wit: Judge Omelio for solemnizing the marriage without signing the Marriage Certificate; Judge Murcia for affixing his signature in the Marriage Certificate without actually performing the marriage; and CoC Omelio for failing to collect the solemnization fee. The OCA also noted that during the pendency of this administrative matter, CoC Omelio passed away while Judge Omelio was dismissed from the service with forfeiture of all his retirement benefits, except accrued leave credits on October 22, 2013 in A.M. Nos. RTJ-11-2259, RTJ-11-2264, & RTJ-11-2273. Thus, the OCA recommended as follows:



²⁶ Id. at 377-379.

²⁷ Id. at 387.

²⁸ Id. at 388-401.

IN VIEW OF THE FOREGOING, it is respectfully recommended for the consideration of the Honorable Court that:

1. the complaint against respondent Florida C. Omelio, Clerk of Court, MTCC, Island Garden City of Samal, Davao del Norte, be DISMISSED;

2. respondent Judge George E. Omelio, Branch 14, Regional Trial Court, Davao City, Davao del Sur be found GUILTY of gross misconduct and FINED in the amount of ₱40,000.00 to be deducted from the money value of his accrued leave credits; and

3. respondent Judge Virgilio G. Murcia, Branch 2, Municipal Trial Court in Cities, Island Garden City of Samal, Davao del Norte, be likewise found GUILTY of gross misconduct and FINED in the amount of ₱40,000.00.²⁹

Our Ruling

We adopt the findings and recommendations of the OCA.

AO 125-2007 dated August 9, 2007 provided for the *Guidelines on the Solemnization of Marriage by the Members of the Judiciary* and laid down the rules “to enable the solemnizing authorities of the Judiciary to secure and safeguard the sanctity of marriage as a social institution.”³⁰ The pertinent portions of AO 125-2007 provide as follows:

Sec. 3. Venue of marriage ceremony solemnized by Judges. – As a general rule, a marriage shall be solemnized publicly in the chambers of the judge or in open court except in the following instances:

x x x x

b. A marriage where both parties submit a written request to the solemnizing officer that the marriage be solemnized at a house or place designated by them in a sworn statement to this effect.

Sec. 4. Duties of solemnizing officer before the performance of marriage ceremony. – Before performing the marriage ceremony, the solemnizing officer shall:

a. Ensure that the parties appear personally and are the same contracting parties to the marriage;

b. Personally interview the contracting parties and examine the documents submitted to ascertain if there is compliance with the essential and formal requisites of marriage under the Family Code; and

x x x x



²⁹ Id. at 401.

³⁰ See Fourth Whereas Clause, Administrative Order No. 125-2007 dated August 9, 2007.

Sec. 6. Duty of solemnizing officer during the solemnization of the marriage. – The solemnizing officer shall require the contracting parties to personally declare before him and in the presence of not less than two witnesses of legal age that the said parties take each other as husband and wife.

Sec. 7. Duties of solemnizing officer after solemnization of the marriage. – After performing the marriage ceremony, the solemnizing officer shall:

a. Ensure that the marriage certificate is properly accomplished and has the complete entries, x x x;

b. See to it that the marriage is properly documented x x x

x x x x

Sec. 9. Recording of marriages solemnized and safekeeping of documents. – a. The solemnizing officer shall cause to be kept in the court a record book of all marriages solemnized. x x x

b. The solemnizing officer shall cause to be filed in the court the quadruplicate copy of the marriage certificate, the original of the marriage license, x x x when applicable, the affidavit of the contracting parties regarding the request for change in the venue for the marriage. All documents pertaining to a marriage shall be kept in one file x x x.

Sec. 18. Fees for the Solemnization of Marriage. – For the performance of marriage ceremony and issuance of marriage certificate and subject to further provisions of AM No. 04-2-04-SC (16 August 2004) the legal fees in the following amounts shall be collected:

x x x x

(c) For marriages solemnized by Judges of the Metropolitan Trial Courts, Municipal Trial Courts in Cities, Municipal Trial Courts, Municipal Circuit Trial Courts and Shari’a Circuit Courts – Three hundred (₱300.00) pesos.

x x x x

Sec. 19. Payment of legal fees in Philippine legal tender. – All fees shall be x x x properly officially receipted.

Records show that Judge Murcia and Judge Omelio both violated AO 125-2007. Although both judges were clothed with authority to solemnize marriages, in this instance however, they overstepped the bounds of their authority.

As correctly found by the OCA, Judge Murcia affixed his signature in the Marriage Contract of Julius and Khristine without actually solemnizing their marriage. Judge Murcia’s claim that the contracting parties personally appeared before him³¹ was belied by the groom himself, Julius. When confronted by the



³¹ Rollo, p. 214.

investigating team from OCA, Julius denied knowing or appearing before Judge Murcia; moreover, he asserted that he was not married in the sala of Judge Murcia in the Island Garden City of Samal, but at their residence in Davao City. Julius also narrated that it was Judge Omelio, and not Judge Murcia, who acted as the solemnizing officer. Julius even presented pictures which were taken during the wedding at their residence showing Judge Omelio as the solemnizing officer.

What further militates against Judge Murcia's version was the fact that he claimed in his Comment³² to have examined "all x x x document[s] in support for a valid marriage under the Family Code and the corresponding receipt of payment for marriage solemnization;"³³ he also attested that "all the documents were in place and x x x the appropriate fees were paid."³⁴ However, during the hearing conducted by the Investigating Justice, Judge Murcia could no longer recall whether there was a receipt issued by the court to the payment of the solemnization fee.³⁵ In addition, it was unearthed during the proceedings that no solemnization fee was received by the court, no receipt was issued corresponding therefor, and no remittance to the Judiciary Development Fund pertaining to said solemnization fee was made.³⁶ In fine, it was established that by signing the Certificate of Marriage, Judge Murcia made it appear that he solemnized the marriage of Julius and Khristine without the contracting parties and their witnesses personally appearing before him and sans payment of the solemnization fee.

On the other hand, Judge Omelio's contention that he merely re-enacted the wedding ceremony of Julius and Khristine upon the request of the groom's parents was similarly debunked by Julius' admission that it was actually Judge Omelio who solemnized his marriage with Khristine on February 28, 2008 at their residence in Davao City. Besides, his defense of reenactment would not justify his infraction. Interestingly, although Judge Omelio acknowledged said "marriage" as a sham,³⁷ he insisted that it was not contrary to law as the same was conducted only for picture-taking purposes³⁸ because they were not able to do so in the sala of Judge Murcia.³⁹ As a duly-authorized solemnizing officer, Judge Omelio is expected to know that marriage should not be trifled with, and its sanctity and inviolability should never be undermined, especially by such a lame ground as picture-taking. Worse, although he was supposedly merely doing a re-enactment, Judge Omelio claimed to have allowed additional witnesses/godparents to affix their signatures in the marriage certificate that was issued and signed by Judge

³² Id. at 25-29.

³³ Id. at 26.

³⁴ Id.

³⁵ Id. at 213.

³⁶ Id. at 265.

³⁷ Id. at 201.

³⁸ Id.

³⁹ Id. at 202.

Murcia.⁴⁰ Finally, all the guests were deceived into believing that Judge Omelio was solemnizing a real marriage and not just a mere re-enactment.⁴¹

“No less than our Constitution declares that marriage, as an inviolable social institution, is the foundation of the family and shall be protected by the State.”⁴² Marriage should not be trivialized, especially by the solemnizing officers themselves.

Marriage is recognized under the law as an inviolable social institution, which is the foundation of the family.

[M]arriage in this country is an institution in which the community is deeply interested. The state has surrounded it with safeguards to maintain its purity, continuity and permanence. The security and stability of the state are largely dependent upon it. It is the interest and duty of each and every member of the community to prevent the bringing about of a condition that would shake its foundation and ultimately lead to its destruction.

Respondent used her authority as a judge to make a mockery of marriage. As a judicial officer, she is expected to know the law on solemnization of marriages. ‘A judge is not only bound by oath to apply the law; he [or she] must also be conscientious and thorough in doing so. Certainly, judges, by the very delicate nature of their office[s], should be more circumspect in the performance of their duties.’⁴³

“A judge should know, or ought to know, his or her role as a solemnizing officer.”⁴⁴ Both Judge Murcia and Judge Omelio were remiss in this regard.

At this juncture, we quote herein the findings of the OCA:

We take note of the fact that Julius Echevarria did not execute an affidavit or testify during the investigation. However, his statements before the OCA investigators, as aptly observed by Justice Yap, could still be given evidentiary weight as these were obtained and authenticated by the OCA investigators who made the discreet investigation. The result of the investigation was the subject of the OCA Memorandum to then Chief Justice Puno which already forms part of the records.

It was also established that the solemnization fee of ₱300.00 was not paid as required under Administrative Circular No. 3-2000. The Report of Collections for the Judiciary Development Fund for the month of February 2008 submitted by respondent Florida Omelio to the Supreme Court for the MTCC,

⁴⁰ Id. at 204, 224.

⁴¹ Id. at 224.

⁴² *Republic v. Albios*, 719 Phil. 622, 637 (2013).

⁴³ *Office of the Court Administrator v. Tormis*, A.C. No. 9920, August 30, 2016.

⁴⁴ Id.



Branches 1 and 2 of the Island Garden City of Samal does not show any payment of the solemnization fee for the marriage of the Echevarrias. Also, Atty. Fe Maloloy-on, Clerk of Court, OCC-MTCC, Davao City also informed the OCA investigators that there are no records of the Echevarria marriage. The records thus contradict respondent Judge Murcia and respondent Florida Omelio's testimony that the necessary fee was paid.

It is evident from the foregoing that the action of respondent Judges Omelio and Murcia have undermined the very foundation of marriage which is the basic social institution in our society whose nature, consequences and incidents are governed by law. x x x

x x x x

Unfortunately, respondents Judges Omelio and Murcia trifled with this sacred social institution. While they have the authority to solemnize marriages, they clearly overstepped the bounds of that authority.⁴⁵

We agree with the OCA that the following acts of respondents amounted to gross misconduct constituting violation of the Code of Judicial Conduct, a serious charge⁴⁶ punishable by (a) dismissal from the service, forfeiture of all or part of the benefits as the Court may determine, excluding accrued leave credits; and disqualification from reinstatement or appointment to any public office, including government-owned or controlled corporations; (b) suspension from office without salary or other benefits for more than three (3) but not exceeding six (6) months; or (c) a fine of more than ₱20,000.00 but not exceeding ₱40,000.00. Notably, during the pendency of this administrative matter, CoC Omelio passed away; hence the complaint against her should be dismissed. Likewise, during the pendency of this administrative matter, Judge Omelio had already been meted the penalty of dismissal from service. In this regard, we find the recommended penalty of ₱40,000.00 each for both Judge Omelio and Judge Murcia commensurate under the circumstances.

ACCORDINGLY, the complaint against respondent Clerk of Court Florida C. Omelio, Municipal Trial Court in Cities, Island Garden City of Samal, Davao del Norte, is **DISMISSED**. Respondent Judge George E. Omelio, Regional Trial Court, Branch 14, Davao City, Davao del Sur, is found **GUILTY** of gross misconduct and **FINED** in the amount of ₱40,000.00 to be deducted from the money value of his accrued leave credits. Respondent Judge Virgilio G. Murcia, Municipal Trial Court in Cities, Branch 2, Island Garden City of Samal, Davao del Norte, is found **GUILTY** of gross misconduct and **FINED** in the amount of ₱40,000.00.



⁴⁵ *Rollo*, pp. 398-399.

⁴⁶ RULES OF COURT, Rule 140, Section 8.

SO ORDERED.


MARIANO C. DEL CASTILLO
Associate Justice
Acting Chairperson

WE CONCUR:

(On leave)
MARIA LOURDES P. A. SERENO
Chief Justice

(On official leave)
TERESITA J. LEONARDO-DE CASTRO
Associate Justice


FRANCIS H. JARDELEZA
Associate Justice


NOEL GIMENEZ TIJAM
Associate Justice