



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

ATTY. PROSENCIO D. JASO,
Complainant,

A.M. No. P-16-3616
[Formerly OCA I.P.I. No. 15-4457-P]

Present:

- versus -

CARPIO,* J.,
PERALTA,** *Acting Chairperson*,
MENDOZA,
LEONEN,*** and
MARTIRES, JJ.

GLORIA L. LONDRES,
Court Stenographer III,
Regional Trial Court,
Branch 258, Parañaque City,
Respondent.

Promulgated:
21 JUN 2017

X ----- *H.M. Cabalag Perfecto* ----- X

DECISION

MENDOZA, J.:

Before the Court is an Affidavit-Complaint,¹ dated July 13, 2015, filed by Atty. Prosenicio D. Jaso (*Atty. Jaso*), against Gloria L. Londres (*Londres*), Court Stenographer III, Regional Trial Court, Branch 258, Parañaque City (*RTC*), for dishonesty and conduct unbecoming of a court personnel.

* On Official Leave.
** Per Special Order No. 2445 dated June 16, 2017.
*** On Leave.
¹ *Rollo*, pp. 1-4.

In his affidavit-complaint, Atty. Jaso alleged as follows:

X X X X

B] Complainant personally knows the respondent for several years being a resident of Parañaque City and a practicing lawyer. That on the time material to this case, I have a pending case before Branch 258, RTC, Parañaque City;

C] Sometime in November 2013, respondent approached and conveyed to me [outside of the court room of Branch 258] that she has just bought a brand new Isuzu vehicle and she needs the amount of One Hundred Thousand (Php100,000.00) Pesos relative to her Application for Issuance of a Certificate of Public Convenience with the LTFRB. She promised to pay me on March 30, 2014.

D] I conveyed to her that I will talk first to my wife if we have available money. Respondent made a series of calls to follow up and in the process, I asked her to come to our office in Makati City.

E] On November 27, 2013, respondent came to my office and I handed to her the amount of One Hundred Thousand (Php100,000.00) Pesos. Respondent executed a Promissory Note and issued BPI Check No. 0009119 postdated March 30, 2014. Copy of the Promissory Note and BPI Check No. 0009119 are hereto attached, marked as Annexes "A" and "B";

F] Before the check's due date, respondent called me not to deposit the same because her funds with the Bank is insufficient to cover the amount and that she will just pay me in cash. Due to her pleas, I did not deposit the check;

G] Months had elapsed and turned into years, respondent miserably failed to pay her obligation despite formal and written demands. A copy of the demand letter is hereto attached as Annex "C";

3. Respondent made several promises to pay, but up to this point in time, she failed to comply despite repeated personal demands. Respondent continued to refuse to pay a just debt.²

In her Comment-Affidavit,³ Londres admitted borrowing money from Atty. Jaso but denied using her position as court stenographer in order to obtain the loan. She further denied failing to pay her obligation and

² Id. at 1-2.

³ Id. at 9-11.

submitted copies of the deposit slips to prove that she was actually paying her obligation. She averred that after obtaining the loan, she immediately paid ₱3,000.00 as part of the stipulated interest and that she had always dealt with Atty. Jaso with utmost candor and had always been honest with him about the reasons for her failure to pay her debt. According to Londres, her financial trouble was caused by the sickness of her sister-in-law, who was diagnosed with lung cancer and eventually died, and that of her father who also got sick and died on December 22, 2014.

In its Report,⁴ dated September 9, 2016, the Office of the Court Administrator (*OCA*) found Londres guilty of violating Section 46, Rule 10 of the Revised Rules of Administrative Cases in the Civil Service which prohibits an employee from contracting loans of money or other property from persons with whom the office of the employee has business relations and Section 1, Canon 1 of the Code of Conduct for Court Personnel which prohibits court personnel from using his/her official position to secure unwarranted benefits, privileges or exemptions for themselves or others. Thus, the *OCA* recommended that the administrative complaint be re-docketed as a regular administrative matter and that Londres be suspended for a period of six (6) months.

The Court agrees with the *OCA* that Londres should be held administratively liable for her failure to pay her debts in full.

Willful failure to pay just debts is administratively punishable and a ground for disciplinary action.⁵

There is no dispute that Londres borrowed money in the amount of ₱100,000.00 from Atty. Jaso, a private practitioner appearing before the RTC. To evidence said loan, Londres executed a Promissory Note,⁶ dated November 27, 2013, wherein she promised to pay the full amount on or before March 30, 2014. She even issued a postdated check⁷ of the same amount, dated March 30, 2014. When the check became due, however, she asked Atty. Jaso not to deposit it because her funds were insufficient.

Londres did not deny that she had an unpaid debt to Atty. Jaso, but she insisted that she did not renege on her obligation to pay. Nonetheless, she failed to substantiate her claim. The photocopies of the three (3) deposit

⁴ Id. at 13-15.

⁵ *Catungal v. Fernandez*, 577 Phil. 170, 173 (2008).

⁶ *Rollo*, p. 5.

⁷ BPI Check No. 0009119, id. at 6.

slips,⁸ dated January 15, 2014, March 14, 2014 and May 9, 2014, amounting to ₱3,000.00 each, which she deposited under the account of Atty. Jaso and Eden G. Jaso, were short of what she promised to pay. Years passed and several demands had been made on her but as of the filing of this complaint, the debt remained unpaid.

Londres' alleged financial difficulty due to the sickness and untimely death of her father and sister-in-law cannot justify her non-payment of the loan for a long period of time. Financial difficulty is not an excuse to renege on one's obligation.⁹ The Court, in the case of *In re: Complaint for Failure to Pay Just Debts Against Esther T. Andres*,¹⁰ stressed that:

The Court cannot overstress the need for circumspect and proper behavior on the part of court employees. While it may be just for an individual to incur indebtedness unrestrained by the fact that he is a public officer or employee, caution should be taken to prevent the occurrence of dubious circumstances that might inevitably impair the image of the public office. Employees of the court should always keep in mind that the court is regarded by the public with respect. Consequently, the conduct of each court personnel should be circumscribed with the heavy burden of onus and must at all times be characterized by, among other things, uprightness, propriety and decorum. The respondent failed to meet this exacting standard. Her actuation, although arising from a private transaction, has stained the image of her public office. Like any member of the Judiciary, the respondent is expected to be a model of fairness and honesty not only in all her official conduct but also in her personal actuations, including business and commercial transactions. Any conduct that would be a bane to the public trust and confidence reposed on the Judiciary shall not be countenanced.¹¹

In this case, Londres could not have borrowed money from Atty. Jaso and the latter would not have lend her money were it not for her position in the court. Her act of contracting a loan from a lawyer, who had a pending case before the court, and her subsequent failure to pay the same should not be countenanced.

⁸ Id. at 12.

⁹ *Tan v. Sermonia*, 612 Phil. 314, 321 (2009).

¹⁰ 493 Phil 1 (2005).

¹¹ Id. at 11-12.

The Court has consistently reminded court personnel to comply with just contractual obligations, act fairly and adhere to high ethical standards, as they are expected to be paragons of uprightness, fairness and honesty not only in their official conduct but also in their personal actuations, including business and commercial transactions.¹² Having incurred a just debt, it is Londres' moral and legal responsibility to settle it when it became due.¹³

Under Section 46 (F) (9), Rule 10 of the Revised Rules of Administrative Cases in the Civil Service, willful failure to pay just debts is a light offense punishable by reprimand for the first offense, suspension of one (1) to thirty (30) days for the second offense, and dismissal for the third offense. On the other hand, Section 46 (A) (9) of the same Rules, classifies the act of contracting loans of money or other property from persons with whom the office of the employee has business relations as grave offenses, punishable by dismissal from the service. Considering, however, that it has not been clearly shown that Londres took advantage of her position as a stenographer to secure the loan and that this is her first offense, the penalty of suspension for a period of one (1) month is sufficient.

WHEREFORE, respondent Gloria L. Londres, Court Stenographer III, Regional Trial Court, Branch 258, Parañaque City, is found guilty of conduct prejudicial to the best interest of the service. She is hereby **SUSPENDED** for a period of one (1) month with a **WARNING** that a commission of the same or similar acts in the future shall be dealt with more severely.

Respondent is enjoined to pay her indebtedness immediately to complainant Atty. Proscencio D. Jaso.

SO ORDERED.


JOSE CATRAL MENDOZA
Associate Justice

¹² *Adtani v. Manio*, 555 Phil. 211, 212 (2007).

¹³ *Reliways, Inc. v. Rosales*, 553 Phil. 711, 715 (2007).

WE CONCUR:

(On Official Leave)
ANTONIO T. CARPIO
Associate Justice


DIOSDADO M. PERALTA
Associate Justice
Acting Chairperson

(On Leave)
MARVIC M.V.F. LEONEN
Associate Justice


SAMUEL R. MARTIRES
Associate Justice