



Republic of the Philippines  
Supreme Court  
Manila

EN BANC

JEAN PAUL V. GILLERA, A.M. No. P-14-3237  
SUZETTE P. GILLERA, ATTY. [Formerly OCA IPI No. 09-3256-P]  
JILLINA M. GERODIAS, AND  
IBARRA BARCEBAL,  
Complainants,

Present:

SERENO, C.J.,  
CARPIO,  
VELASCO, JR.,\*  
LEONARDO-DE CASTRO,  
BRION,  
PERALTA,  
BERSAMIN,  
DEL CASTILLO,\*\*  
VILLARAMA, JR.,  
PÉREZ,  
MENDOZA,  
REYES,  
PERLAS-BERNABE,

-versus-

MARIA CONSUELO JOIE A. LEONEN, and  
FAJARDO, SHERIFF IV, JARDELEZA, JJ.  
REGIONAL TRIAL COURT,  
BRANCH 93, SAN PEDRO,  
LAGUNA  
Respondent.

Promulgated:

October 21, 2014

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RESOLUTION

PER CURIAM:

An administrative complaint<sup>1</sup> was filed before the Office of the Court

\* On official leave.

\*\* On official leave.

<sup>1</sup> Rollo, pp. 1-3. The complaint dated September 16, 2009 was filed with the Office of the Court Administrator on September 24, 2009.

Administrator against Maria Consuelo Joie A. Fajardo, the Court Sheriff of Regional Trial Court, Branch 93, San Pedro, Laguna. Complainants alleged that respondent committed conduct unbecoming a court officer by her (a) non-payment of house rental fees; (b) issuance of bouncing checks; (c) falsification of a deed of absolute sale and Official Receipt No. 8010; (d) harassment; and (e) ill-gotten wealth.<sup>2</sup>

On July 6, 2011, this court resolved to refer the complaint to the Executive Judge of the Regional Trial Court in San Pedro, Laguna, for “investigation, report and recommendation.”<sup>3</sup> The report<sup>4</sup> summarized the facts as follows.

Complainants Spouses Jean Paul and Suzette Gillera (Spouses Gillera) alleged that they were the former owners of a house and lot in Biñan, Laguna. On September 15, 2007 when they still owned the house and lot, they leased it to respondent Maria Consuelo Joie A. Fajardo (Fajardo) for ₱14,000.00 per month.<sup>5</sup>

Fajardo issued three (3) post-dated checks for the November 2007, December 2007, and January 2008 rentals. The bank, Banco de Oro (BDO), dishonored the first two checks for being drawn against a closed account. Fajardo ignored demands to replace the checks and failed to pay the rentals.<sup>6</sup>

Meanwhile, the Spouses Gillera incurred debts to MMG Construction and Development Corporation (MMG), a family corporation owned by complainant Atty. Jillina M. Gerodias. The Spouses Gillera were then leasing MMG’s warehouse in San Pedro, Laguna.<sup>7</sup>

In order to pay their debts, the Spouses Gillera designated Hercules Financing Corporation (HFC), another Gerodias-owned company, to sell their house and lot occupied by Fajardo and apply the proceeds to their debt with MMG. The Spouses Gillera signed a blank deed of absolute sale that HFC could complete upon consummation of the sale.<sup>8</sup>

Fajardo offered to buy the house and lot from HFC on the condition that the mortgage with BDO over the house and lot should first be discharged. HFC paid the Spouses Gillera’s loan with BDO to release the mortgage.<sup>9</sup>

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<sup>2</sup> Id. at 1–2 and 763.

<sup>3</sup> Id. at 102.

<sup>4</sup> Id. at 763–774.

<sup>5</sup> Id. at 764.

<sup>6</sup> Id.

<sup>7</sup> Id.

<sup>8</sup> Id. at 764–765.

<sup>9</sup> Id. at 765.

In February 2009, Fajardo and HFC agreed on the sale of the house and lot for ₱3.1 million with ₱350,000.00 as earnest money and the balance to be paid after one (1) month. HFC gave Fajardo a photocopy of the blank deed of absolute sale signed by the Spouses Gillera as proof of its authority to sell the house and lot.<sup>10</sup>

Fajardo failed to pay the balance when it fell due on March 27, 2009. After seeking extensions, she issued HFC three (3) post-dated checks for ₱35,000.00, ₱77,000.00 and ₱2,750,000.00.<sup>11</sup>

The checks bounced. The check for ₱35,000.00 was replaced, but the other two remained unpaid despite demand. HFC gave Fajardo until August 31, 2009 to pay the balance plus 1% per month interest and other fees; otherwise, HFC would sell the property to another.<sup>12</sup>

On September 1, 2009, HFC employee Victor Romero called Fajardo to collect payment. It was then that Fajardo claimed having paid the entire balance of ₱2,774,478.67 in cash on August 29, 2009 to complainant Ibarra Barcebal, HFC's general manager. Fajardo claimed that she was issued Official Receipt No. 8010 and given the deed of absolute sale signed by the Spouses Gillera as sellers and Fajardo's mother as buyer.<sup>13</sup>

Fajardo continued to occupy the property without paying rent, prompting the Spouses Gillera to file for unlawful detainer in September 2009. The Municipal Trial Court, affirmed by the Regional Trial Court, ordered Fajardo's eviction and payment of rentals in arrears from November 2007 that had accumulated to ₱322,000.00. Fajardo was evicted on September 21, 2011, but the rentals in arrears remain unpaid.<sup>14</sup>

The Spouses Gillera also filed charges against Fajardo for two counts of violation of Batas Pambansa Blg. 22, and this administrative complaint praying for Fajardo's dismissal from the service.<sup>15</sup>

This administrative complaint also includes allegations of harassment and ill-gotten wealth against respondent. Complainants question respondent's capacity to purchase a ₱3.1 million property in cash and a Ford 150 truck with her salary as Sheriff IV. They also claim receiving threats in their homes from unidentified men in the middle of the night, as well as

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<sup>10</sup> Id.

<sup>11</sup> Id.

<sup>12</sup> Id.

<sup>13</sup> Id. at 765–766.

<sup>14</sup> Id. at 766.

<sup>15</sup> Id.

bomb threats to their office from unknown mobile numbers.<sup>16</sup>

In her defense, respondent admitted to closing her bank account so that complainants Spouses Gillera would not be able to encash the two checks. Respondent explained that complainants Spouses Gillera refused to offset her expenses for repairs and improvements on the leased property with rentals due despite having such an agreement with complainants Spouses Gillera.<sup>17</sup>

Respondent also admitted that she stopped paying rentals by November 2007. She claimed having a verbal agreement with complainant Suzette Gillera who allegedly agreed to write off rentals if respondent buys the house and lot.<sup>18</sup>

Respondent then claimed that her mother — deriving income from pensions from the Government Service Insurance System, Social Security System, Philippine/US Veterans Organization, and the Australian government — bought the house and lot on August 29, 2009. Respondent allegedly paid complainant and HFC's general manager Ibarra Barcebal the ₱2,774,478.67 balance in cash when complainant Ibarra Barcebal came to the leased house on said date.<sup>19</sup>

Respondent explained that payment was made in ₱1,000.00 denominations, “placed in a large *sando* bag about the size of the Supreme Court issued courtroom calendar (24x36 inches).”<sup>20</sup> Respondent mentioned that she did not know how her mother accumulated the money, if her mother withdrew the money from the bank, or if the money was just kept in the house.<sup>21</sup>

According to respondent, complainant Ibarra Barcebal issued Official Receipt No. 8010 and the deed of absolute sale after receiving the cash payment. Respondent failed to produce the original copy of the deed of absolute sale and the owner's duplicate copy of the property's title.<sup>22</sup>

In the report and recommendation<sup>23</sup> of Executive Judge Sonia T. Yu-Casano dated December 17, 2012, she recommended that “[t]he complaint for harassment and ill-gotten wealth be DISMISSED for paucity of evidence[,] [r]espondent be held administratively liable for violation of the

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<sup>16</sup> Id. at 2.

<sup>17</sup> Id. at 767.

<sup>18</sup> Id.

<sup>19</sup> Id.

<sup>20</sup> Id.

<sup>21</sup> Id.

<sup>22</sup> Id. at 768.

<sup>23</sup> Id. at 763–774.

bouncing checks law, for falsification and for gross dishonesty[,] [and] respondent be DISMISSED from the service with forfeiture of retirement benefits except accrued leave credits, and perpetual disqualification for reemployment in the government service.”<sup>24</sup>

On March 11, 2013, this court resolved to refer the “report and recommendation to the Office of the Court Administrator for evaluation, report and recommendation.”<sup>25</sup>

The Office of the Court Administrator agreed with the findings and recommendations of Executive Judge Sonia T. Yu-Casano,<sup>26</sup> and recommended that respondent “be found GUILTY of dishonesty and conduct unbecoming an officer of the court and be ordered DISMISSED from the service with forfeiture of retirement benefits except accrued leave credits, and perpetual disqualification for re-employment in the government service, including government-owned and controlled corporation.”<sup>27</sup>

This court adopts the factual findings and recommendations of the Office of the Court Administrator.

Sheriffs, our front-line representatives,<sup>28</sup> play a crucial role in our justice system, having the important task of executing our courts’ final judgments.<sup>29</sup> Sheriffs must conduct themselves with integrity at all times as “once he/[she] loses the people’s trust, he/[she] diminishes the people’s faith in the judiciary.”<sup>30</sup> Respondent’s acts failed to meet the high standards of conduct expected from the position held.

Respondent only paid one (1) monthly rental during the entire three (3) years she occupied the house and lot.<sup>31</sup> She anchored her non-payment on an alleged agreement with complainant Suzette Gillera that rental arrears would be written off if respondent buys the house and lot, and her contention that her mother did buy the house and lot.

Both Executive Judge Sonia T. Yu-Casano and the Office of the Court Administrator found that no agreement materialized.<sup>32</sup> In fact, the court in

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<sup>24</sup> Id.

<sup>25</sup> Id. at 789–790.

<sup>26</sup> Id. at 793–800.

<sup>27</sup> Id. at 800.

<sup>28</sup> *Lopez v. Ramos*, 500 Phil. 408, 417 (2005) [Per J. Tinga, Second Division].

<sup>29</sup> *Go v. Hortaleza*, 578 Phil. 377, 382 (2008) [Per J. Leonardo-De Castro, First Division].

<sup>30</sup> *Lopez v. Ramos*, 500 Phil. 408, 417 (2005) [Per J. Tinga, Second Division], citing *Visitacion, Jr. v. Ediza*, 414 Phil. 699, 703 (2001) [Per J. Melo, Third Division]; *Go v. Hortaleza*, 578 Phil. 377, 386 (2008) [Per J. Leonardo-De Castro, First Division].

<sup>31</sup> *Rollo*, p. 796.

<sup>32</sup> Id. at 768 and 796.

the ejectment case found respondent liable for rental arrears.<sup>33</sup> Thus, respondent's continuous refusal to pay a just debt amounts to "conduct unbecoming of a public employee."<sup>34</sup>

Worse, respondent testified during investigation that her mother had bought the house and lot, and respondent produced anew documents already rejected by the ejectment court.<sup>35</sup>

Both Executive Judge Sonia T. Yu-Casano and the Office of the Court Administrator found that respondent presented a falsified Official Receipt No. 8010 and passed off a deed of absolute sale copy, bearing her mother's signature, to serve as a faithful reproduction of a nonexistent original document.<sup>36</sup> Executive Judge Sonia T. Yu-Casano found as follows:

There is overwhelming evidence that original copies of the documents presented by respondent were inexistent, or if they exist, were mere forgeries. Respondent in the ejectment suit filed against her was asked to produce the original copies of the Deed of Absolute Sale and the official receipt she presented there as proof of the consummation of the sale of the property between her mother and Hercules but she was unable to do so. Hence, the presumption that the original copy of the Deed of Absolute Sale is inexistent or manufactured arises. During the investigation of this case, respondent presented what she referred to as an original copy of the Deed of Absolute Sale bearing the original signature of her mother. But the signatures of the vendors were mere photocopies. Confronted with this fact, she committed to present the copy bearing the original signatures of the vendor but was unable to do so. It is therefore evident that respondent merely filled up her mother's name on the photocopy of the blank Deed of Absolute Sale furnished to her by Hercules at the beginning of their transaction.

The evidence presented by the complainant also proves that O.R. No. 8010 is a forgery. Comparing the signatures of Barcebal in the affidavits and O.R. No. 7092 (which respondent admitted as bearing the true and authentic signature of Barcebal) as against the signature appearing on O.R. No. 8010, one can immediately discern the difference. Aside from the marked difference in the signatures of Barcebal on the two receipts, the printed words on the two receipts themselves were different in sizes and dimensions. Aside from this, the complainants were able to show that O.R. No. 8010 is a series belonging to an unused and unissued booklet of receipts. In other words, O.R. No. 8010 was never issued by Hercules to the respondent. Besides, respondents claim that the balance of P2,774,478.67 was picked up by Barcebal in cash in her residence on board a tricycle is utterly incredible. In this age of modern bank credit transactions and considering the worsening peace and order situation, no businessman in his right sense would take the risk of picking up in a client's house cash in such huge amounts on board a tricycle. Finally, if

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<sup>33</sup> Id.

<sup>34</sup> *Adtani v. Manio*, 555 Phil. 211, 214 (2007) [Per J. Tinga, Second Division], citing *Martinez v. Muñoz*, 319 Phil. 82, 91 (1995) [Per J. Davide, Jr., First Division].

<sup>35</sup> *Rollo*, pp. 769 and 796.

<sup>36</sup> Id. at 770 and 797.

indeed there had been full payment, the title over the property should have also been delivered to the respondent. Considering the good sense the respondent had demonstrated when in dealing with Hercules she immediately imposed that the property be released from all liens and charges before she agreed to buy it, it is hard to imagine the same buyer paying in full the purchase price of P3,100,000.00 without receiving simultaneously the owner's duplicate copy of the title to the property she had paid for.<sup>37</sup>

The Office of the Court Administrator found that respondent "debased the judicial process by introducing in evidence a falsified document, committing perjury and giving false testimony in an effort to obtain unfairly a favorable judgment for herself."<sup>38</sup>

The blatant disregard of the rules in an effort to mislead and deceive the court in its investigation reflects respondent's "incorrigible and unrepentant conduct."<sup>39</sup>

Respondent also issued bouncing checks, having been drawn against closed accounts. She failed to substantiate her claim that complainants Spouses Gillera agreed to offset her expenses for improvements with rental arrears. On the other hand, respondent's bank account had been closed when complainants Spouses Gillera deposited the checks on January 23, 2008, and yet on July 19, 2009, respondent issued another check for complainants Spouses Gillera drawn from the same account.<sup>40</sup>

Such fraudulent behavior compounds respondent's acts of presenting forged documents and making untruthful testimony, all in all depicting her as "lack[ing] [in] personal honesty and good moral character [that] render her unworthy of public confidence."<sup>41</sup>

Dishonesty refers to "intentionally making a false statement on any material fact."<sup>42</sup> Dishonesty involves "a disposition to lie, cheat, deceive or defraud; untrustworthiness; lack of integrity, lack of honesty, probity or integrity in principle; lack of fairness and straightforwardness; disposition to defraud, deceive or betray."<sup>43</sup>

The rules<sup>44</sup> consider dishonesty as a grave offense such that the first

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<sup>37</sup> Id. at 770-771.

<sup>38</sup> Id. at 800.

<sup>39</sup> Id. at 769 and 796.

<sup>40</sup> Id. at 769 and 797.

<sup>41</sup> Id. at 770 and 797.

<sup>42</sup> *Villordon v. Avila*, A.M. No. P-10-2809, August 10, 2012, 678 SCRA 247, 255 [Per Curiam, En Banc], citing *Aldecoa-Delorino v. Remigio-Versoza*, 616 Phil. 812, 824 (2009) [Per Curiam, En Banc].

<sup>43</sup> Id., citing *Retired Employee, Municipal Trial Court, Sibonga, Cebu v. Manubag*, A.M. No. P-10-2833, December 14, 2010, 638 SCRA 86, 91 [Per Curiam, En Banc].

<sup>44</sup> CSC Memorandum Circular No. 19 (1999), otherwise known as the "Uniform Rules on Administrative

offense merits dismissal from the service<sup>45</sup> and carries with it “cancellation of eligibility, forfeiture of retirement benefits, and the perpetual disqualification for reemployment in the government service, unless otherwise provided in the decision.”<sup>46</sup> Dishonesty need not be committed in the performance of official duty as to warrant the penalty of dismissal:

And the rule is that dishonesty, in order to warrant dismissal, need not be committed in the course of the performance of duty by the person charged. The rationale for the rule is that if a government officer or employee is dishonest or is guilty of oppression or grave misconduct, even if said defects of character are not connected with his office, they affect his right to continue in office. The Government cannot tolerate in its service a dishonest official, even if he performs his duties correctly and well, because by reason of his government position, he is given more and ample opportunity to commit acts of dishonesty against his fellow men, even against offices and entities of the government other than the office where he is employed; and by reason of his office, he enjoys and possesses a certain influence and power which renders the victims of his grave misconduct, oppression and dishonesty less disposed and prepared to resist and to counteract his evil acts and actuations. The private life of an employee cannot be segregated from his public life. Dishonesty inevitably reflects on the fitness of the officer or employee to continue in office and the discipline and morale of the service.<sup>47</sup>

This court has emphasized that “[c]ourt employees should be models of uprightness, fairness and honesty to maintain the people’s respect and faith in the judiciary.”<sup>48</sup> Consequently, their conduct “must not only be, but must also be perceived to be, free from any whiff of impropriety, both with respect to their duties in the judiciary and to their behavior outside the court.”<sup>49</sup> This court will not tolerate acts or omissions “diminishing or tending to diminish public trust and confidence in the courts.”<sup>50</sup>

**WHEREFORE**, this court finds respondent Maria Consuelo Joie A. Fajardo **GUILTY** of dishonesty and conduct unbecoming an officer of the court. She is **DISMISSED** from the service, with forfeiture of retirement benefits except accrued leave credits, and perpetual disqualification for reemployment in the government service, including in government-owned or controlled corporations.

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Cases in the Civil Service.”

<sup>45</sup> CSC Memorandum Circular No. 19 (1999), Rule IV, sec. 52(A)(1).

<sup>46</sup> CSC Memorandum Circular No. 19 (1999), Rule IV, sec. 58(a).

<sup>47</sup> *Remolona v. Civil Service Commission*, 414 Phil. 590, 600–601 (2001) [Per J. Puno, En Banc].

<sup>48</sup> *Romero v. Villarosa, Jr.*, A.M. No. P-11-2913, April 12, 2011, 648 SCRA 32, 45 [Per Curiam, En Banc].

<sup>49</sup> *Id.*

<sup>50</sup> *Id.*, citing *Office of the Court Administrator v. Lopez*, A.M. No. P-10-2788, January 18, 2011, 639 SCRA 633, 639 [Per Curiam, En Banc].



**SO ORDERED.**





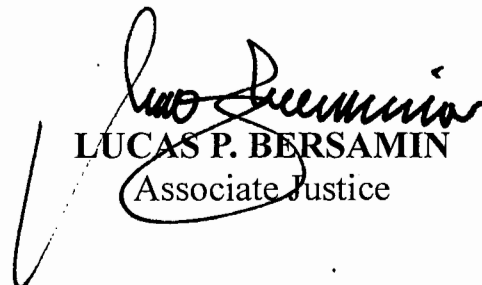
**MARIA LOURDES P. A. SERENO**  
Chief Justice



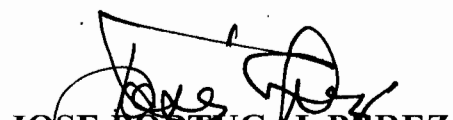

**ANTONIO T. CARPIO**  
Associate Justice

(On official leave)  
**PRESBITERO J. VELASCO, JR.**  
Associate Justice


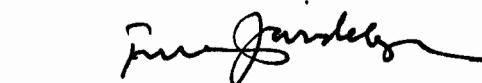
*Teresita Leonardo de Castro*  
**TERESITA J. LEONARDO-DE CASTRO**  
Associate Justice

  
**ARTURO D. BRION**  
Associate Justice  
**DIOSDADO M. PERALTA**  
Associate Justice  
**LUCAS P. BERSAMIN**  
Associate Justice

(On official leave)  
**MARIANO C. DEL CASTILLO**  
Associate Justice

  
**MARTIN S. VILLARAMA, JR.**  
Associate Justice  
**JOSE PORTUGAL PEREZ**  
Associate Justice  
**JOSE CATRAL MENDOZA**  
Associate Justice  
**BIENVENIDO L. REYES**  
Associate Justice

*M. Perlas-Bernabe*  
**ESTELA M. PERLAS-BERNABE**  
Associate Justice

  
**MARVIC M.V.F. LEONEN**  
Associate Justice  
**FRANCIS H. JARDELEZA**  
Associate Justice