



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

RUBY C. CAMPOMANES,
Complainant,

A. M. No. P-11-2983
[Formerly OCA I.P.I. No. 10-
3439-P]

Present:

- versus -

CARPIO, *J.*, Chairperson,
DEL CASTILLO,*
PEREZ,
SERENO, and
REYES, *JJ.*

NANCY S. VIOLON, Clerk of
Court IV, Municipal Trial Court in
Cities, Oroquieta City,
Respondent.

Promulgated:
JUL 25 2012 *HH Cabalagorjato*

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RESOLUTION

SERENO, *J.*:

On 8 July 2010, the Office of the Deputy Court Administrator received a letter from Ruby C. Campomanes, Loan Officer I of the Panguil Bay Rural Bank in Ozamiz City. In the Affidavit of Complaint attached to the letter, Campomanes stated that she was filing an administrative Complaint against Nancy Violon for failure to pay an overdue loan contracted in favor of Panguil Bay Rural Bank.

Respondent Nancy Violon holds the position of Clerk of Court IV, Municipal Trial Court in Cities, Office of the Clerk of Court in Oroquieta City. On 1 February 2005, respondent borrowed ₱50,000 from the bank, payable in 12 monthly installments of ₱3,500 for each installment. The

* Designated as additional member in lieu of Associate Justice Arturo D. Brion per S.O. No. 1257 dated 19 July 2012.

agreement was evidenced in a Disclosure Statement¹ executed between the parties. On the same date, respondent also signed a Promissory Note² undertaking to pay the obligation on or before 25 January 2006. Complainant claimed that respondent paid several installments, but left a balance of ₱40,878.09. The latter failed to settle her obligation despite repeated demands, constraining the bank to file the present Complaint.

In her Comment, respondent admitted that she had indeed obtained a loan of ₱50,000 from the bank, but that she had been regularly paying the installments, leaving a balance of only ₱28,565.89 as of 26 March 2006. She purportedly failed to pay this amount because of financial crises in her family and the hospitalization of her son in 2009. On 8 September 2010, she finally tendered full payment of the loan, as evidenced by a Certification to this effect signed by Winston S. Tiu, vice president of Panguil Bay Rural Bank.

The Office of the Court Administrator (OCA) promulgated its findings on 13 June 2011, recommending that respondent be reprimanded for wilful failure to pay just debts pursuant to the Revised Uniform Rules on Administrative Cases in the Civil Service.

After a careful review of the records, we affirm the findings and recommendations of the OCA.

The Revised Uniform Rules on Administrative Cases in the Civil Service penalizes the willful failure to pay just debts or to pay taxes to the government. Section 22, Rule XIV thereof defines just debts as applying only to claims adjudicated by a court of law, or to claims the existence and justness of which are admitted by the debtor. Considering respondent's admission of the loan, the offense in the present case falls under the latter category. A first-time violation of Rule XIV warrants the penalty of reprimand.

¹ Attached to Complainant's letter dated 29 April 2010.

² Also attached to the 29 April 2010 letter as evidence.

We note with strong displeasure respondent's conduct of reneging on the payments then waiting four years, or *after the administrative Complaint had already been lodged*, before paying in full. The OCA found that her conduct showed lack of a candid and sincere effort to settle the said obligation. Even if she has already paid the obligation in full, full payment does not exculpate her from liability or render the administrative case moot. This Court has long established that "x x x [T]he proceedings are not directed at respondent's private life but at her actuations unbecoming a public employee. Disciplinary actions of this nature do not involve purely private or personal matters. They cannot be made to depend upon the will of the parties nor are we bound by their unilateral act in a matter that involves the Court's constitutional power to discipline its personnel."³

As an employee of the judiciary, respondent is held to the highest ethical standards to preserve the integrity of the courts. These standards include the moral and legal duty to settle contractual obligations when they become due. The unsupported averment of financial difficulties does not excuse failure to pay a just debt. In *In Re: Complaint for Failure to Pay Just Debts Against Esther T. Andres*, we held thus:

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.⁴

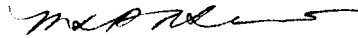
WHEREFORE, respondent Nancy S. Violon, Clerk of Court IV of the Municipal Trial Court in Cities, Oroquieta City, is **REPRIMANDED** for willful failure to pay a just debt.

Additionally, respondent is **WARNED** that a commission of the same or similar acts in the future shall be dealt with more severely.

³ *Villaseñor v. De Leon*, 447 Phil. 457 (2003).

⁴ A.M. No. 2004-40-SC, 1 march 2005, 452 SCRA 654, 664.

SO ORDERED.



MARIA LOURDES P. A. SERENO
Associate Justice

WE CONCUR:



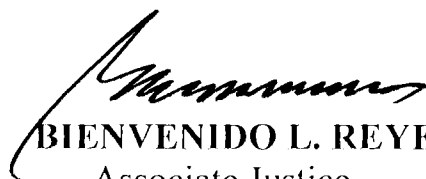
ANTONIO T. CARPIO
Senior Associate Justice
Chairperson



MARIANO C. DEL CASTILLO
Associate Justice



JOSE PORTUGAL PEREZ
Associate Justice



BIENVENIDO L. REYES
Associate Justice