



Republic of the Philippines
Supreme Court
Baguio City

EN BANC

OFFICE OF THE COURT
ADMINISTRATOR,

Petitioner,

A.M. No. MTJ-07-1691

[Formerly A.M. No. 07-7-04-SC]

Present:

- versus -

JUDGE ANATALIO S. NECESSARIO, Branch 2; JUDGE GIL R. ACOSTA, Branch 3; JUDGE ROSABELLA M. TORMIS, Branch 4; and JUDGE EDGEMELO C. ROSALES, Branch 8; all of MTCC-Cebu City; CELESTE P. RETUYA, Clerk III, MTCC Branch 6, Cebu City; CORAZON P. RETUYA, Court Stenographer, MTCC, Branch 6, Cebu City; RHONA F. RODRIGUEZ, Administrative Officer I, Office of the Clerk of Court, Regional Trial Court (RTC) Cebu City; EMMA D. VALENCIA, Court Stenographer III, RTC, Branch 18, Cebu City; MARILOU CABANEZ, Court Stenographer, MTCC, Branch 4, Cebu City; DESIDERIO S. ARANAS, Process Server, MTCC, Branch 3, Cebu City; REBECCA ALESNA, Court Interpreter, MTCC, Branch 1, Cebu City; and HELEN MONGGAYA, Court Stenographer, MTCC, Branch 4, Cebu City.

Respondents.

SERENO, C.J.,
CARPIO,
VELASCO, JR.,
LEONARDO-DE CASTRO,
BRION,
PERALTA,
BERSAMIN,
DEL CASTILLO,
ABAD,
VILLARAMA, JR.,
PEREZ,
MENDOZA,
REYES,
*PERLAS-BERNABE, and
LEONEN, JJ.

Promulgated:

April 2, 2013

* On official leave.

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DECISION

PER CURIAM:

This Court has long held that “[the] administration of justice is circumscribed with a heavy burden of responsibility. It requires that everyone involved in its dispensation — from the presiding judge to the lowliest clerk — live up to the strictest standards of competence, honesty, and integrity in the public service.”¹

THE CASE

This is an administrative case that stemmed from the 6 July 2007 Memorandum of the Office of the Court Administrator (OCA).² The judicial audit team created by the OCA reported alleged irregularities in the solemnization of marriages in several branches of the Municipal Trial Court in Cities (MTCC) and Regional Trial Court (RTC) in Cebu City.³ Certain package fees were offered to interested parties by “fixers” or “facilitators” for instant marriages.⁴

THE FACTS

On 3 July 2007, Atty. Rullyn Garcia, Region 7 Judicial Supervisor, proceeded to Cebu City and headed the audit team created by OCA in investigating Branches 2, 3, 4, and 8 of the MTCC in Cebu City.⁵ A female and male lawyer of the audit team went undercover as a couple looking to get married. They went to the Palace of Justice and were directed by the guard on duty to go to Branch 4 and look for a certain “Meloy”. The male lawyer feared that he would be recognized by other court personnel, specifically the Clerk of Court of Branch 4 who was a former law school classmate. The two lawyers then agreed that only the female lawyer would go inside and inquire about the marriage application process. Inside Branch 4, a woman named Helen approached and assisted the female lawyer. When the female lawyer asked if the marriage process could be rushed, Helen

¹ *Re: Anonymous letter-complaint against Hon. Marilou Runes-Tamang, Presiding Judge, MeTC Pateros, Metro Manila and Presiding Judge, MeTC San Juan, Metro Manila*, A.M. MTJ-04-1558 (Formerly OCA IPI No. 04-1594-MTJ), 617 SCRA 428, April 7, 2010, *citing Re: Withholding of Other Emoluments of the Following Clerks of Court: Elsie C. Remoroza, et. al.*, A.M. No. 01-4-133-MTC, August 26, 2003, 409 SCRA 574, 581-582.

² *Rollo*, pp. 1-2.

³ *Id.*

⁴ *Id.* at 3.

⁵ *Id.* at 2.

assured the lawyer that the marriage could be solemnized the next day, but the marriage certificate would only be dated the day the marriage license becomes available. Helen also guaranteed the regularity of the process for a fee of three thousand pesos (P3,000) only.⁶

In its 10 July 2007 Resolution, this Court treated the Memorandum dated 6 July 2007 of the judicial audit team as a formal administrative complaint and directed Judge Anatalio S. Necessario, Judge Gil R. Acosta, Judge Rosabella M. Tormis, and Judge Edgemelo C. Rosales to submit their respective comments.⁷ The Court also suspended the judges pending resolution of the cases against them.⁸

On 24 August 2007, the OCA through Senior Deputy Court Administrator Zenaida N. Elepaño submitted its Memorandum dated 29 August 2007⁹ and Supplemental Report.¹⁰ Six hundred forty-three (643) marriage certificates were examined by the judicial audit team.¹¹ The team reported that out of the 643 marriage certificates examined, 280 marriages were solemnized under Article 34¹² of the Family Code.¹³ The logbooks of the MTCC Branches indicate a higher number of solemnized marriages than the number of marriage certificates in the courts' custody.¹⁴ There is also an unusual number of marriage licenses obtained from the local civil registrars of the towns of Barili and Liloan, Cebu.¹⁵ There were even marriages solemnized at 9 a.m. with marriage licenses obtained on the same day.¹⁶ The town of Barili, Cebu is more than sixty (60) kilometers away from Cebu City and entails a travel time of almost two (2) hours.¹⁷ Liloan, Cebu, on the other hand, is more than ten (10) kilometers away from Cebu City.¹⁸

The judicial audit team, after tape-recording interviews with other court and government personnel, also reported the following:

- 1) Celeste P. Retuya admitted that she assisted couples who wanted to get married by checking whether their documents were complete and referred them to Judges Tormis, Necessario, and Rosales

⁶ Office of the Court Administrator Memorandum dated 15 June 2010.

⁷ *Rollo*, pp. 24-25.

⁸ *Id.*

⁹ *Id.* at 106.

¹⁰ *Id.* at 107.

¹¹ *Id.* at 5.

¹² Art. 34. No license shall be necessary for the marriage of a man and a woman who have lived together as husband and wife for at least five years and without any legal impediment to marry each other. The contracting parties shall state the foregoing facts in an affidavit before any person authorized by law to administer oaths. The solemnizing officer shall also state under oath that he ascertained the qualifications of the contracting parties are found no legal impediment to the marriage. (76a)

¹³ *Rollo*, p. 9.

¹⁴ *Id.* at 2.

¹⁵ *Id.* at 109.

¹⁶ *Id.* at 5.

¹⁷ *Supra* note 15.

¹⁸ *Id.*

afterwards;¹⁹

- 2) Corazon P. Retuya referred couples who wanted to get married to Judge Necessario. There were also “assistants” who would go over the couples’ documents before these couples would be referred to Judge Necessario. Retuya also narrated several anomalies involving foreign nationals and their acquisition of marriage licenses from the local civil registrar of Barili, Cebu despite the fact that parties were not residents of Barili. Those anomalous marriages were solemnized by Judge Tormis;²⁰
- 3) Rhona F. Rodriguez assisted couples and referred them to any of the available judges. She admitted that after the payment of the solemnization fee of three hundred pesos (P300), a different amount, as agreed upon by the parties and the judge, was paid to the latter.²¹ She admitted that she accepted four thousand pesos (P4,000) for facilitating the irregular marriage of Moreil Baranggan Sebial and Maricel Albater although she gave the payment to a certain “Mang Boy”;²²
- 4) Emma D. Valencia admitted that she assisted couples seeking to get married and that most of the marriage licenses were obtained from the local civil registrar of Barili and Liloan, Cebu because the registrars in those towns were not strict about couples’ attendance in the family planning seminar. She also admitted that couples gave her food while the judge received five hundred pesos (P500) if the marriage was solemnized inside the chambers. Foreigners were said to have given twice the said amount. The judge accepted one thousand five hundred pesos (P1,500) for gasoline expenses if the marriage was celebrated outside the chambers;²³
- 5) Marilou Cabañez admitted that she assisted couples and referred them to Judges Tormis, Necessario, or Rosales. However, she denied receiving any amount from these couples. She told the audit team that during the 8th, 18th, and 28th of the month, seven (7) to eight (8) couples would go directly to Judge Rosabella M. Tormis for a fifteen-minute marriage solemnization;²⁴
- 6) Desiderio S. Aranas admitted that he started assisting couples in 2003. He told the investigating team that Judge Gil Acosta would talk to couples wishing to get married without a license. He would produce a joint affidavit of cohabitation form on which he or the clerk of court would type the entries. The judge would then receive

¹⁹ *Rollo*, p. 179.

²⁰ *Id.* at 180-182.

²¹ *Id.* at 183-184.

²² *Id.* at 197.

²³ *Supra* note 6, at 12.

²⁴ *Id.*

an envelope containing money from the couple. Aranas also confirmed the existence of “open-dated” marriage certificates;²⁵

- 7) Antonio Flores, Branch 9 Process Server of RTC Cebu City, told the investigating team that couples looked for Judge Geraldine Faith A. Econg, Presiding Judge, Regional Trial Court, Branch 9, Cebu City, “*para menos ang bayad*.”²⁶ The excess of three hundred pesos (P300) that couples paid to Judge Econg as solemnization fee went to a certain “sinking fund” of Branch 9;²⁷
- 8) Rebecca L. Alesna admitted that she usually referred couples to Judges Necessario or Tormis. Couples who wanted to get married under Article 34 of the Family Code were advised to buy a pro-forma affidavit of joint cohabitation for ten pesos (P10);²⁸
- 9) Arvin Oca, Branch 1 Process Server of the MTCC of Cebu City, admitted that he referred couples to Branch 2, Clerk of Court, Harrish Co. Oca declared that on 28 June 2007, he accompanied a couple to the chambers of Judge Necessario.²⁹ He informed the judge that the couple only had birth certificates.³⁰ The respondent judge then inquired about their ages and asked them if they had been previously married then proceeded to solemnize the marriage;³¹ and
- 10) Filomena C. Lopez, local civil registrar of Barili, Cebu, declared that she does not scrutinize marriage applications.³² Couples who are non-Barili residents are able to obtain marriage licenses from her Barili office because these couples have relatives residing in Barili, Cebu.³³ She also added that while couples still need to submit a certificate of attendance in the family planning seminar, they may attend it before or after the filing of the application for marriage license.³⁴

Affidavits of private persons were also attached to the records. Jacqui Lou Baguio-Manera was a resident of Panagdait, Mabolo, Cebu and on 21 May 2007, she and her then fiancé wanted to set a marriage date.³⁵ Her younger sister who was married in a civil wedding last year gave her the number of a certain “Meloy”. After talking to Meloy on the phone, the wedding was scheduled at 2 p.m. on 23 May 2007 and the couple were

²⁵ Id.

²⁶ *Rollo*, p. 188.

²⁷ *Supra* note 6.

²⁸ Id. at 13.

²⁹ *Rollo*, p. 189.

³⁰ Id.

³¹ Id.

³² Id. at 192.

³³ Id.

³⁴ Id.

³⁵ Affidavit dated 5 July 2007.

asked to bring their birth certificates. No marriage license was required from them. Meloy asked for a fee of one thousand five hundred pesos (P1,500). According to Baguio-Manera, their marriage certificate was marked as “No marriage license was necessary, the marriage being solemnized under Art. 34 of Executive Order No. 209”. Their marriage was solemnized that day by Judge Rosabella M. Tormis. Baguio-Manera claimed that they did not understand what that statement meant at that time. However, in her affidavit, she declared that the situation premised under Article 34 did not apply to her and her fiancé.

Mary Anne Flores-Patoc was a resident of Barrio Luz, Cebu City. In her 5 July 2007 affidavit, she recounted how she and her boyfriend went to the Provincial Capitol to get married in February 2006. While logging in at the entrance, they were offered assistance by the guards for a fee of one thousand five hundred pesos (P1,500). The guard also offered to become “Ninong” or a witness to the wedding. The couple became suspicious and did not push through with the civil wedding at that time.

On 27 November 2007, the Court *En Banc* issued a resolution: a) requiring Judges Anatalio S. Necessario, Gil R. Acosta, Rosabella M. Tormis, and Edgemelo C. Rosales of the MTCC, Branches 2, 3, 4, and 8, respectively, of Cebu City, to comment on the findings of the 14 August 2007 Supplemental Report of the OCA, within fifteen (15) days from notice; b) directing the Process Servicing Unit to furnish the judges with a copy of the Supplemental Report; c) requiring the court personnel listed below to show cause within fifteen (15) days from notice why no disciplinary action should be taken against them for their alleged grave misconduct and dishonesty and impleading them in this administrative matter:

- 1) Celeste P. Retuya, Clerk III, MTCC, Branch 6, Cebu City;
- 2) Corazon P. Retuya, Court Stenographer, MTCC, Branch 6, Cebu City;
- 3) Rhona F. Rodriguez, Administrative Officer I, Office of the Clerk of Court, RTC, Cebu City;
- 4) Emma D. Valencia, Court Stenographer III, RTC, Branch 18, Cebu City;
- 5) Marilou Cabañez, Court Stenographer, MTCC, Branch 4, Cebu City;
- 6) Desiderio S. Aranas, Process Server, MTCC, Branch 3, Cebu City;
- 7) Rebecca Alesna, Court Interpreter, MTCC, Branch 1, Cebu City;
- 8) Helen Mongaya, Court Stenographer, MTCC, Branch 4, Cebu City.

The Court in the same resolution also: a) ordered the referral to the Office of the Deputy Ombudsman for the Visayas for appropriate action on the administrative matter involving the violation of the law on marriage by Ms. Filomena C. Lopez, Local Civil Registrar of Barili, Cebu, and one Ms.

Veronica S. Longakit, former Local Civil Registrar of Liloan, Cebu; b) directed the Process Serving Unit to furnish the Office of the Deputy Ombudsman for the Visayas with a copy of the Supplemental Report of the OCA; and c) required Judge Geraldine Faith A. Econg, RTC, Branch 9, Cebu City, to comment within fifteen (15) days from notice on the statement of staff member Antonio Flores saying that Branch 9's court personnel received an amount in excess of the P300 solemnization fee paid by couples whose marriages were solemnized by her. This amount goes to the court's "sinking fund".³⁶

In their Comments and/or Answers to the Memorandum dated 5 July 2007 of the OCA and its Supplemental Report,³⁷ the respondent judges argued the following:

Judge Anatalio S. Necessario relies on the presumption of regularity regarding the documents presented to him by contracting parties.³⁸ He claims that marriages he solemnized under Article 34 of the Family Code had the required affidavit of cohabitation. He claims that pro forma affidavits of cohabitation have been used by other judges even before he became a judge.³⁹ He avers that he ascertains the ages of the parties, their relationship, and the existence of an impediment to marry.⁴⁰ He also asks the parties searching questions and clarifies whether they understood the contents of the affidavit and the legal consequences of its execution.⁴¹ The judge also denies knowledge of the payment of solemnization fees in batches.⁴² In addition, he argues that it was a process server who was in-charge of recording marriages on the logbook, keeping the marriage certificates, and reporting the total number of marriages monthly.⁴³

Judge Gil R. Acosta argues that the law only requires a marriage license and that he is not required to inquire whether the license was obtained from a location where one of the parties is an actual resident.⁴⁴ The judge believes that it is not his duty to verify the signature on the marriage license to determine its authenticity because he relies on the presumption of regularity of public documents.⁴⁵ The judge also outlines his own procedure in solemnizing marriages which involves: first, the determination whether the solemnization fee was paid; second, the presentation of the affidavit of cohabitation and birth certificates to ascertain identity and age of the parties; third, if one of the parties is a foreigner, the judge asks for a certificate of

³⁶ Resolution dated 27 November 2007.

³⁷ *Rollo*, pp. 106-202.

³⁸ *Id.* at 77.

³⁹ *Id.*

⁴⁰ *Id.* at 78.

⁴¹ *Id.*

⁴² *Id.* at 79.

⁴³ *Id.*

⁴⁴ *Id.* at 47.

⁴⁵ *Id.* at 48.

legal capacity to marry, passport picture, date of arrival, and divorce papers when the party is divorced; fourth, he then asks the parties and their witnesses questions regarding cohabitation and interviews the children of the parties, if any.⁴⁶

Judge Rosabella M. Tormis denies the charges brought by the OCA. She calls the actions of the judicial audit team during the investigation an “entrapment”.⁴⁷ She also claims that there is nothing wrong with solemnizing marriages on the date of the issuance of the marriage license and with the fact that the issued marriage license was obtained from a place where neither of the parties resided.⁴⁸ As to the pro forma affidavits of cohabitation, she argues that she cannot be faulted for accepting it as genuine as she and the other judges are not handwriting experts.⁴⁹ The affidavits also enjoy the presumption of regularity.⁵⁰ Judge Tormis also discredits the affidavit of Baguio-Manera as hearsay.⁵¹ The respondent said that when Baguio-Manera and her husband were confronted with the affidavit they executed, they affirmed the veracity of the statements, particularly the fact that they have been living together for five years.⁵² The judge also attributes the irregularity in the number of marriages solemnized in her sala to the filing clerks.⁵³

Judge Edgemelo C. Rosales denies violating the law on marriage.⁵⁴ He maintains that it is the local civil registrar who evaluates the documents submitted by the parties, and he presumes the regularity of the license issued.⁵⁵ It is only when there is no marriage license given that he ascertains the qualifications of the parties and the lack of legal impediment to marry.⁵⁶ As to the affidavits of cohabitation, the judge believes there is nothing wrong with the fact that these are pro forma. He states that marriage certificates are required with the marriage license attached or the affidavit of cohabitation only and the other documents fall under the responsibility of the local civil registrar. He surmises that if the marriage certificate did not come with the marriage license or affidavit of cohabitation, the missing document might have been inadvertently detached, and it can be checked with the proper local civil registrar. As to the payment of the docket fee, he contends that it should be paid after the solemnization of the marriage and not before because judges will be pre-empted from ascertaining the qualifications of the couple. Besides, the task of collecting the fee belongs to the Clerk of

⁴⁶ *Rollo*, pp. 46-47 and 226-231.

⁴⁷ *Id.* at 53.

⁴⁸ *Id.* at 55.

⁴⁹ *Id.* at 56.

⁵⁰ *Id.*

⁵¹ *Id.* at 60-61.

⁵² *Id.*

⁵³ *Id.* at 816.

⁵⁴ *Id.* at 34.

⁵⁵ *Id.*

⁵⁶ *Id.*

Court.⁵⁷ The judge also argues that solemnization of marriage is not a judicial duty.⁵⁸

On 12 November 2007, Judges Tormis and Rosales filed a Memorandum of Law with Plea for Early Resolution, Lifting of Suspension and Dismissal of Case.⁵⁹ This Court in a Resolution dated 11 December 2007 lifted the suspension of the respondent judges but prohibited them from solemnizing marriages until further ordered.⁶⁰

On 7 December 2007, Judges Tormis and Rosales filed a Motion for Early Resolution with Waiver of Formal and/or Further Investigation and Motion to Dismiss.⁶¹ In a Resolution dated 15 January 2008, the Court noted the motion and granted the prayer of Judges Tormis and Rosales for the payment of their unpaid salaries, allowances and all other economic benefits from 9 July 2007.⁶²

THE REPORT AND RECOMMENDATION OF THE OCA

In its Memorandum dated 15 June 2010,⁶³ the OCA recommended the dismissal of the respondent judges and some court employees, and the suspension or admonition of others. The OCA summarized the liabilities of the respondents, to wit:

JUDGE ANATALIO S. NECESSARIO is guilty of gross inefficiency or neglect of duty for solemnizing marriages with questionable documents and wherein one of the contracting parties is a foreigner who submitted a mere affidavit of his capacity to marry in lieu of the required certificate from his embassy. He is also guilty of gross ignorance of the law for solemnizing marriages under Article 34 of the Family Code wherein one or both of the contracting parties were minors during the cohabitation.

x x x

JUDGE GIL R. ACOSTA is guilty of gross inefficiency or neglect of duty for failure to make sure that the solemnization fee has been paid. He is also guilty of gross ignorance of the law for solemnizing marriages under Article 34 of the Family Code wherein one or both of the contracting parties were minors during the cohabitation.

JUDGE EDGEMELO C. ROSALES is guilty of gross inefficiency or neglect of duty for solemnizing marriages with

⁵⁷ *Rollo*, pp. 36-39.

⁵⁸ *Id.* at 625.

⁵⁹ *Id.* at 238.

⁶⁰ *Id.* at 258.

⁶¹ *Id.* at 265.

⁶² *Id.* at 273.

⁶³ *Supra* note 6.

questionable documents, for failure to make sure that the solemnization fee has been paid and for solemnizing marriages wherein one of the contracting parties is a foreigner who submitted a mere affidavit of his capacity to marry in lieu of the required certificate from his embassy. He is also guilty of gross ignorance of the law for solemnizing a marriage without the requisite marriage license.

JUDGE ROSEBELLA M. TORMIS is guilty of gross inefficiency or neglect of duty for solemnizing marriages with questionable documents, for failure to make sure that the solemnization fee has been paid, for solemnizing marriages wherein one of the contracting parties is a foreigner who submitted a mere affidavit of his capacity to marry in lieu of the required certificate from the embassy and for solemnizing a marriage with an expired license.

X X X

HELEN MONGGAYA is guilty of grave misconduct for violating Section 2, Canon I of the Code of Conduct for Court Personnel [that] prohibits court personnel from soliciting or accepting any gift, favor or benefit based on any or explicit or implicit understanding that such gift, favor or benefit shall influence their official actions and for giving false information for the purpose of perpetrating an irregular marriage.

RHONA RODRIGUEZ is guilty of gross misconduct for violating Section 2, Canon I of the Code of Conduct for Court Personnel and for inducing Maricel Albater to falsify the application for marriage license by instructing her to indicate her residence as Barili, Cebu.

DESIDERIO ARANAS and **REBECCA ALESNA** are guilty of conduct prejudicial to the best interest of the service for providing couples who are to be married under Article 34 of the Family Code with the required affidavit of cohabitation.

CELESTE RETUYA, EMMA VALENCIA and **REBECCA ALESNA** are guilty of violating Section 2(b), Canon III of the Code of Conduct for Court Personnel which prohibits court personnel from receiving tips or other remuneration for assisting or attending to parties engaged in transactions or involved in actions or proceedings with the Judiciary.⁶⁴

The OCA, however, recommended the **DISMISSAL** of the complaints against **Judge Geraldine Faith A. Econg, Corazon P. Retuya, and Marilou Cabañez**, for lack of merit.

THE ISSUE

The issue now before this Court is whether the judges and personnel

⁶⁴ Id. at 33-34.

of the MTCC and RTC in Cebu City are guilty of gross ignorance of the law, gross neglect of duty or gross inefficiency and gross misconduct, and in turn, warrant the most severe penalty of dismissal from service.

THE COURT'S RULING

The findings in the 2010 Memorandum of the Office of the Court Administrator are supported by the evidence on record and applicable law and jurisprudence.

This Court has long held that court officials and employees are placed with a heavy burden and responsibility of keeping the faith of the public.⁶⁵ In *Obañana, Jr. v. Ricafort*, we said that:

Any impression of impropriety, misdeed or negligence in the performance of official functions must be avoided. This Court shall not countenance any conduct, act or omission on the part of all those involved in the administration of justice which would violate the norm of public accountability and diminish the faith of the people in the Judiciary.⁶⁶

The OCA described accurately the Palace of Justice in Cebu City as a hub of swift marriages. The respondent judges and court personnel disregarded laws and procedure to the prejudice of the parties and the proper administration of justice.

The OCA found that Judges Anatalio S. Necessario, Gil R. Acosta, Rosabella M. Tormis, and Edgemelo C. Rosales are all guilty of gross inefficiency or neglect of duty when they solemnized marriages without following the proper procedure laid down by law, particularly the Family Code of the Philippines and existing jurisprudence. The OCA listed down aspects of the solemnization process which were disregarded by the judges. The Court will now discuss the individual liabilities of the respondent judges and court personnel vis-à-vis the evidence presented by the OCA against them.

Liability of Judge Anatalio S. Necessario

The OCA reported that Judge Necessario solemnized a total of one thousand one hundred twenty-three (1,123) marriages from 2005 to 2007.⁶⁷ However, only one hundred eighty-four (184) marriage certificates were

⁶⁵ *Alejandro v. Martin*, A.M. No. P-07-2349, August 10, 2007, 529 SCRA 698, 704.

⁶⁶ A.M. No. MTJ-04-1545, May 27, 2004, 429 SCRA 223, p. 228, citing *Angeles v. Eduarte*, 457 Phil 49 (2003).

⁶⁷ OCA 2010 Memorandum *supra* note 6 at 8.

actually examined by the judicial audit team.⁶⁸ Out of the 184 marriages, only seventy-nine (79) were solemnized with a marriage license while one hundred five (105) were solemnized under Article 34 of the Family Code. Out of the 79 marriages with license, forty-seven (47) of these licenses were issued by the Local Civil Registrar of Liloan, Cebu. This translates to 42.93% of the marriages he solemnized with marriage license coming from Liloan for over a period of years.⁶⁹ There were also twenty-two (22) marriages solemnized by the judge with incomplete documents such missing as marriage license, certificate of legal capacity to marry, and the joint affidavit of cohabitation.⁷⁰

Judge Necessario solemnized nine (9) marriages that had questionable supporting documents such as marriage licenses.⁷¹ The OCA found that the place of residence of the contracting parties appearing in the supporting documents differ from the place where they obtained their marriage license.⁷² The documents invited suspicion because of erasures and superimpositions in the entries of residence.⁷³ Likewise, in lieu of the required certificate of legal capacity to marry, a mere affidavit was submitted by the parties.⁷⁴ Variations in the signatures of the contracting parties were also apparent in the documents.⁷⁵

The respondent judge solemnized forty-three (43) marriages under Article 34 of the Family Code. These marriages appeared dubious since the joint affidavit of cohabitation of the parties show minority of one or both of them during cohabitation.⁷⁶ For example, he solemnized on 14 May 2004 the marriage of 22-year-old Harol D. Amorin and 19-year-old Dinalyn S. Paraiso who are residents of Lapu-Lapu City.⁷⁷

There are also sixteen (16) marriage licenses with attached official receipts of the solemnization fee but the corresponding marriage certificates cannot be found.⁷⁸ The presence of the receipts implies that these marriages were solemnized.

Liability of Judge Gil R. Acosta

Judge Acosta solemnized a total of eighty-seven (87) marriages from

⁶⁸ Id.

⁶⁹ *Rollo*, p. 109.

⁷⁰ Id. at 114-119.

⁷¹ Id. at 119-123.

⁷² *Supra* note 67.

⁷³ *Rollo*, pp. 119-123.

⁷⁴ *Supra* note 67.

⁷⁵ Id. at 9.

⁷⁶ Id.

⁷⁷ *Rollo*, p. 124.

⁷⁸ *Supra* note 6 at 9.

2003 to 2007.⁷⁹ However, the logbook showed that he solemnized two hundred seventy-two (272) marriages while the monthly reports of cases showed that he solemnized five hundred twelve (512) marriages over the same period. Out of the 87 marriages, he solemnized seventy-five (75) under Article 34 of the Family Code.⁸⁰ This is equivalent to 86.21% of the marriages solemnized under Article 34 in a four-year period.⁸¹

There were forty-one (41) marriage certificates signed by Judge Tormis or Judge Necessario as solemnizing officers found in his custody.⁸² There were also ten (10) marriages under Article 34 of the Family Code where one or both of the contracting parties were minors during cohabitation.⁸³ To illustrate, respondent judge solemnized on 4 May 2004 the marriage of Julieta W. Baga, 22 years old, and Esterlita P. Anlangit, 18 years old.⁸⁴

There were seventeen (17) marriages under Article 34 where neither of the contracting parties were residents of Cebu City.⁸⁵ The judge solemnized three (3) marriages without the foreign party's required certificate of legal capacity to marry.⁸⁶ Lastly, there was no proof of payment of the solemnization fee in almost all of the marriages the judge officiated.⁸⁷

Liability of Judge Rosabella M. Tormis

Judge Tormis solemnized a total of one hundred eighty-one (181) marriages from 2003 to 2007 based on the marriage certificates actually examined.⁸⁸ However, the monthly report of cases showed that she solemnized three hundred five (305) marriages instead for the years 2004 to 2007.⁸⁹ The OCA report also noted that it was only in July 2007 that her court started to use a logbook to keep track of marriages.⁹⁰

Respondent judge solemnized thirty-seven (37) marriages with incomplete or missing documents such as the marriage license, certificate of legal capacity to marry, and the joint affidavit of cohabitation.⁹¹ In several instances, only affidavits were submitted by the foreign parties in lieu of the

⁷⁹ Id.

⁸⁰ Id.

⁸¹ *Rollo*, p. 129.

⁸² *Supra* note 78.

⁸³ *Rollo*, pp. 130-131.

⁸⁴ Id. at 130.

⁸⁵ Id. at 131-133.

⁸⁶ Id. at 133-134.

⁸⁷ *Supra* note 78.

⁸⁸ *Rollo*, p. 134.

⁸⁹ Id.

⁹⁰ *Supra* note 78.

⁹¹ *Rollo*, pp. 135-144.

certificate of legal capacity to marry.⁹²

Judge Tormis solemnized thirteen (13) marriages despite the questionable character of the validity of the required documents particularly the marriage license.⁹³ The judicial audit team found numerous erasures and superimpositions on entries with regard to the parties' place of residence.⁹⁴ In one instance, the judge solemnized the marriage of Rex Randy E. Cujardo and Anselma B. Laranio on 28 December 2006 despite the marriage license containing a rubberstamp mark saying, "THIS LICENSE EXPIRES ON" and a handwritten note saying "12/28/06" under it.⁹⁵

The judge solemnized a total of forty-seven (47) marriages under Article 34 of the Family Code wherein the marriage requirements' authenticity was doubtful due to the circumstances of the cohabitation of the parties and the given address of the parties.⁹⁶ These irregularities were evident in the case of 22-year-old John Rey R. Tibalán and Ana Liza Secuya who were married on 25 May 2007. The residential address of the couple in the marriage certificate is "Sitio Bamboo, Buhisan, Cebu City." However, there was an application for marriage license attached to the marriage certificate showing that Secuya's address is "F. Lopez Comp. Morga St., Cebu City."⁹⁷

Liability of Judge Edgemelo C. Rosales

Judge Rosales solemnized a total of one hundred twenty-one (121) marriages from 2006 to 2007 based on the marriage certificates examined by the judicial audit team.⁹⁸ However, only three (3) marriages were reported for the same period.⁹⁹ Out of the 121 marriages the judge solemnized, fifty-two (52) or 42.98% fall under Article 34 of the Family Code.¹⁰⁰ Thirty-eight (38) marriage licenses out of the sixty-six (66) obtained or 57.57% were from the local civil registrar of Barili, Cebu.¹⁰¹ Nineteen (19) or 28.79% were from the local civil registrar of Liloan, Cebu.¹⁰² Nine (9) or 13.64% were from other local civil registrars.¹⁰³

There were marriage documents found in his court such as marriage licenses, applications for marriage license, certificates of legal capacity to

⁹² Id.

⁹³ Id. at 144-149.

⁹⁴ Id.

⁹⁵ Id. at 148.

⁹⁶ Id. at 149-160.

⁹⁷ Id. at 157.

⁹⁸ *Supra* note 6 at 10.

⁹⁹ Id.

¹⁰⁰ *Rollo*, p. 161.

¹⁰¹ Id.

¹⁰² Id.

¹⁰³ Id.

contract marriage, affidavits in lieu of certificate of legal capacity to contract marriage, joint affidavits of cohabitation, and other documents referring to the solemnization of one hundred thirty-two (132) marriages, with no corresponding marriage certificates.¹⁰⁴ He solemnized two marriages of Buddy Gayland Weaver, an American citizen, to two different persons within nine (9) months.¹⁰⁵ No copy of the required certificate of legal capacity to contract marriage or the divorce decree was presented.¹⁰⁶

The judge solemnized thirty-seven (37) marriages without or with incomplete supporting documents such as the certificate of legal capacity to marry and the joint affidavit of cohabitation.¹⁰⁷ He solemnized nine (9) marriages under questionable circumstances such as the submission of an affidavit or affirmation of freedom to marry in lieu of the certificate of legal capacity to marry, the discrepancies in the residence of the contracting parties as appearing in the marriage documents, and the solemnization of the marriage on the same day the marriage license was issued.¹⁰⁸

Judge Rosales also solemnized forty-three (43) marriages with no proof that the solemnization fee of P300 was paid.¹⁰⁹ On the other hand, there were twenty-six (26) marriages whose solemnization fees were paid late.¹¹⁰

To summarize, the liabilities of the judges are the following:

First, Judges Necessario, Tormis and Rosales solemnized marriages even if the requirements submitted by the couples were incomplete and of questionable character. Most of these documents showed visible signs of tampering, erasures, corrections or superimpositions of entries related to the parties' place of residence.¹¹¹ These included indistinguishable features such as the font, font size, and ink of the computer-printed entries in the marriage certificate and marriage license.¹¹² These actions of the respondent judges constitute gross inefficiency. In *Vega v. Asdala*,¹¹³ the Court held that inefficiency implies negligence, incompetence, ignorance, and carelessness.

Second, the judges were also found guilty of neglect of duty regarding the payment of solemnization fees. The Court, in *Rodrigo-Ebron v. Adolfo*,¹¹⁴ defined neglect of duty as the failure to give one's attention to a

¹⁰⁴ Id.

¹⁰⁵ Id. at 162.

¹⁰⁶ Id.

¹⁰⁷ Id. at 163-172.

¹⁰⁸ Id. at 172-176.

¹⁰⁹ Id. at 176-177.

¹¹⁰ Id. at 177-178.

¹¹¹ *Supra* note 6, at 24-25.

¹¹² *Rollo*, p. 111.

¹¹³ A.M. No. RTJ-06-1997, October 23, 2006, 535 SCRA 729.

¹¹⁴ A.M. No. P-06-2231, April 27, 2007, 522 SCRA 286.

task expected of him and it is gross when, from the gravity of the offense or the frequency of instances, the offense is so serious in its character as to endanger or threaten public welfare. The marriage documents examined by the audit team show that corresponding official receipts for the solemnization fee were missing¹¹⁵ or payment by batches was made for marriages performed on different dates.¹¹⁶ The OCA emphasizes that the payment of the solemnization fee starts off the whole marriage application process and even puts a “stamp of regularity” on the process.

Third, Judges Necessario, Tormis, and Rosales also solemnized marriages where a contracting party is a foreigner who did not submit a certificate of legal capacity to marry from his or her embassy. What the foreigners submitted were mere affidavits stating their capacity to marry. The irregularity in the certificates of legal capacity that are required under Article 21 of the Family Code¹¹⁷ displayed the gross neglect of duty of the judges. They should have been diligent in scrutinizing the documents required for the marriage license issuance. Any irregularities would have been prevented in the qualifications of parties to contract marriage.¹¹⁸

Fourth, Judges Necessario, Acosta, and Tormis are likewise guilty of gross ignorance of the law under Article 34 of the Family Code¹¹⁹ with respect to the marriages they solemnized where legal impediments existed during cohabitation such as the minority status of one party.¹²⁰ The audit team cites in their Supplemental Report that there were parties whose ages ranged from eighteen (18) to twenty-two (22) years old who were married by mere submission of a pro forma joint affidavit of cohabitation.¹²¹ These affidavits were notarized by the solemnizing judge himself or herself.¹²²

Finally, positive testimonies were also given regarding the solemnization of marriages of some couples where no marriage license was previously issued. The contracting parties were made to fill up the application for a license on the same day the marriage was solemnized.¹²³

The Court does not accept the arguments of the respondent judges that the ascertainment of the validity of the marriage license is beyond the scope of the duty of a solemnizing officer especially when there are glaring pieces of evidence that point to the contrary. As correctly observed by the OCA, the

¹¹⁵ *Supra* note 6, at 25.

¹¹⁶ *Supra* note 112.

¹¹⁷ Art. 21. When either or both of the contracting parties are citizens of a foreign country, it shall be necessary for them before a marriage license can be obtained, to submit a certificate of legal capacity to contract marriage, issued by their respective diplomatic or consular officials.

¹¹⁸ *Supra* note 6, at 26-27.

¹¹⁹ *Supra* note 12.

¹²⁰ *Supra* note 6, at 27.

¹²¹ *Rollo*, p. 111

¹²² *Id.*

¹²³ *Supra* note 6, at 9.

presumption of regularity accorded to a marriage license disappears the moment the marriage documents do not appear regular on its face.

In *People v. Jansen*,¹²⁴ this Court held that:

...the solemnizing officer is not duty-bound to investigate whether or not a marriage license has been duly and regularly issued by the local civil registrar. All the solemnizing officer needs to know is that the license has been issued by the competent official, and it may be presumed from the issuance of the license that said official has fulfilled the duty to ascertain whether the contracting parties had fulfilled the requirements of law.

However, this Court also said in *Sevilla v. Cardenas*,¹²⁵ that “the presumption of regularity of official acts may be rebutted by affirmative evidence of irregularity or failure to perform a duty.” The visible superimpositions on the marriage licenses should have alerted the solemnizing judges to the irregularity of the issuance.

It follows also that although Article 21 of the Family Code requires the submission of the certificate from the embassy of the foreign party to the local registrar for acquiring a marriage license, the judges should have been more diligent in reviewing the parties’ documents and qualifications. As noted by the OCA, the absence of the required certificates coupled with the presence of mere affidavits should have aroused suspicion as to the regularity of the marriage license issuance.

The judges’ gross ignorance of the law is also evident when they solemnized marriages under Article 34 of the Family Code without the required qualifications and with the existence of legal impediments such as minority of a party. Marriages of exceptional character such as those made under Article 34 are, doubtless, the exceptions to the rule on the indispensability of the formal requisite of a marriage license.¹²⁶ Under the rules of statutory construction, exceptions as a general rule should be strictly but reasonably construed.¹²⁷ The affidavits of cohabitation should not be issued and accepted pro forma particularly in view of the settled rulings of the Court on this matter. The five-year period of cohabitation should be one of a perfect union valid under the law but rendered imperfect only by the absence of the marriage contract.¹²⁸ The parties should have been capacitated to marry each other during the entire period and not only at the time of the marriage.¹²⁹

¹²⁴ 54 Phil. 176, 180 (1929) as cited in *Alcantara v. Alcantara*, G.R. No. 167746, August 28, 2007, 531 SCRA 446.

¹²⁵ G.R. No. 167684, July 31, 2006, 497 SCRA 428, 443.

¹²⁶ *Republic of the Philippines v. Dayot*, G.R. No. 175581, March 28, 2008, 550 SCRA 435.

¹²⁷ Id.

¹²⁸ *Ninal v. Badayog*, 384 Phil. 661 (2000).

¹²⁹ Id.

To elaborate further on the gravity of the acts and omissions of the respondents, the Family Code provides the requisites for a valid marriage:

Art. 3. The formal requisites of marriage are:

- (1) Authority of the solemnizing officer;
- (2) A valid marriage license except in the cases provided for in Chapter 2 of this Title; and
- (3) A marriage ceremony which takes place with the appearance of the contracting parties before the solemnizing officer and their personal declaration that they take each other as husband and wife in the presence of not less than two witnesses of legal age. (53a, 55a)

Art. 4. The absence of any of the essential or formal requisites shall render the marriage void *ab initio*, except as stated in Article 35 (2).

A defect in any of the essential requisites shall not affect the validity of the marriage but the party or parties responsible for the irregularity shall be civilly, criminally and administratively liable. (n)

The absence of a marriage license will clearly render a marriage void *ab initio*.¹³⁰ The actions of the judges have raised a very alarming issue regarding the validity of the marriages they solemnized since they did not follow the proper procedure or check the required documents and qualifications. In *Aranes v. Judge Salvador Occiano*,¹³¹ the Court said that a marriage solemnized without a marriage license is void and the subsequent issuance of the license cannot render valid or add even an iota of validity to the marriage. It is the marriage license that gives the solemnizing officer the authority to solemnize a marriage and the act of solemnizing the marriage without a license constitutes gross ignorance of the law.

As held by this Court in *Navarro v. Domagtoy*:

The judiciary should be composed of persons who, if not experts are at least proficient in the law they are sworn to apply, more than the ordinary layman. They should be skilled and competent in understanding and applying the law. It is imperative that they be conversant with basic legal principles like the ones involved in the instant case. It is not too much to expect them to know and apply the law intelligently.¹³²

It is important to note that the audit team found out that Judge Rosabella M. Tormis ordered Celerina Plaza, a personal employee of the judge, to wait for couples outside the Hall of Justice and offer services.¹³³ Crisanto Dela Cerna also stated in his affidavit that Judge Tormis instructed him to get all marriage certificates and bring them to her house when she found out about the judicial audit.¹³⁴ In the language of the OCA, Judge

¹³⁰ *Cariño v. Cariño*, 403 Phil. 861 (2001).

¹³¹ 430 Phil. 197 (2002).

¹³² 328 Phil. 435 (1996), p. 444.

¹³³ *Supra* note 6, at 34-35. See also *Rollo*, pp. 887-889.

¹³⁴ *Rollo*, pp. 894-895.

Tormis considered the solemnization of marriages not as a duty but as a business.¹³⁵ The respondent judge was suspended for six (6) months in A.M. No. MTJ-071-962 for repeatedly disregarding the directives of this Court to furnish the complainant a copy of her comment. She was also fined the amount of five thousand pesos (P5,000) in A.M. Nos. 04-7-373-RTC and 04-7-374 RTC.¹³⁶ She was reprimanded twice in A.M. No. MTJ-05-1609 and in A.M. No. MTJ-001337.¹³⁷ Finally, in the very recent case of *Office of the Court Administrator v. Hon. Rosabella M. Tormis and Mr. Reynaldo S. Teves*, A.M. No. MTJ-12-1817, promulgated last 12 March 2013, Judge Tormis was found guilty of gross inefficiency, violation of Supreme Court rules, directives and circulars and gross ignorance of the law by this Court. She was dismissed from service, with forfeiture of all benefits and privileges, except accrued leave credits, if any, with prejudice to reemployment in any branch or instrumentality of the government, including government-owned or controlled corporations.

The respondent judges violated Canons 2¹³⁸ and 6¹³⁹ of the Canons of Judicial Ethics which exact competence, integrity and probity in the performance of their duties. This Court previously said that “Ignorance of the law is a mark of incompetence, and where the law involved is elementary, ignorance thereof is considered as an indication of lack of integrity.”¹⁴⁰ In connection with this, the administration of justice is considered a sacred task and upon assumption to office, a judge ceases to be an ordinary mortal. He or she becomes the visible representation of the law and more importantly of justice.¹⁴¹

The actuations of these judges are not only condemnable, it is outright shameful.

Liability of Other Court Personnel

The Court agrees with the recommendations of the OCA on the liability of the following employees:

Helen Mongaya, Court Interpreter of Judge Rosabella M. Tormis, MTCC, Branch 4, Cebu City, is guilty of grave misconduct when she informed the female lawyer of the judicial audit team that she can facilitate

¹³⁵ *Supra* note 6, at 35.

¹³⁶ *Id.*

¹³⁷ *Id.*

¹³⁸ INTEGRITY. Integrity is essential not only to the proper discharge of the judicial office but also to the personal demeanor of judges.

¹³⁹ COMPETENCE AND DILIGENCE. Competence and diligence are pre-requisites to the due performance of judicial office.

¹⁴⁰ *Macalintal v. Teh*, 345 Phil. 871 (1997).

¹⁴¹ *Office of the Court Administrator v. Gines*, A.M. No. RTJ-92-802, July 5, 1993, 224 SCRA 261.

the marriage and the requirements on the same day of the lawyer's visit.¹⁴² What Monggaya was proposing was an open-dated marriage in exchange for a fee of P3,000. Section 2, Canon I of the Code of Conduct for Court Personnel prohibits court personnel from soliciting or accepting gifts, favor or benefit based on any explicit or implicit understanding that such gift, favor or benefit shall influence their official actions.

Mongaya's claim that she was merely relating to the lady lawyer what she knew from other offices as the usual practice¹⁴³ is inexcusable. As found by the OCA in its Memorandum, "Monggaya deliberately gave false information for the purpose of perpetrating an illegal scheme. This, in itself, constitutes grave misconduct."¹⁴⁴ Sec. 52, Rule IV of the Uniform Rules on Administrative Cases in the Civil Service defines grave misconduct as "a grave offense that carries the extreme penalty of dismissal from the service even on a first offense.

In *Villaceran v. Rosete*, this Court held that:

Court personnel, from the lowliest employee, are involved in the dispensation of justice; parties seeking redress from the courts for grievances look upon court personnel, irrespective of rank or position, as part of the Judiciary. In performing their duties and responsibilities, these court personnel serve as sentinels of justice and any act of impropriety on their part immeasurably affects the honor and dignity of the Judiciary and the people's trust and confidence in this institution. Therefore, they are expected to act and behave in a manner that should uphold the honor and dignity of the Judiciary, if only to maintain the people's confidence in the Judiciary.¹⁴⁵

Mongaya acted improperly and in a manner opposite of what is expected of court personnel. Her actions placed doubts on the integrity of the courts.

Rhona Rodriguez, Administrative Officer I of the Office of the Clerk of Court of the MTCC, Cebu City, is guilty of gross misconduct. She assisted the couple, Moreil Sebial and Maricel Albater, and demanded and accepted P4,000 from them.¹⁴⁶ The act was a violation of Section 2, Canon I of the Code of Conduct for Court Personnel. As found by the OCA and adopted by this Court, Rodriguez induced Albater to falsify the application for marriage license by instructing her to indicate her residence as Barili, Cebu.¹⁴⁷ The claim that she gave the amount to a certain Borces who was allegedly the real facilitator belies her participation in facilitating the marriage. According to the OCA, when the couple went back for their

¹⁴² *Supra* note 6, at 9.

¹⁴³ *Rollo*, p. 874.

¹⁴⁴ *Supra* note 6, at 31.

¹⁴⁵ A.M. No. MTJ-08-1727, (Formerly A.M. OCA I.P.I. No. 03-1465-MTJ), March 22, 2011. See also *Angeles v. Eduarte*, *supra* note 66.

¹⁴⁶ *Id.*

¹⁴⁷ *Id.*

marriage certificate, they approached Rodriguez and not Borces.¹⁴⁸ When Borces told Rodriguez that the marriage certificate had been misplaced, it was Rodriguez who instructed Sebial to fill up another marriage certificate.¹⁴⁹

This Court has held that improper solicitations prohibited by Section 2, Canon I of the Code of Conduct for Court Personnel, merits a grave penalty.¹⁵⁰ Such penalty can be dismissal from service.

Desiderio Aranas, Branch 3 Process Server, MTCC, Cebu City and Rebecca Alesna are guilty of conduct prejudicial to the best of interest of the service. Aranas provided couples who were to be married under Article 34 of the Family Code with the required affidavit of cohabitation.¹⁵¹ On the other hand, Alesna refers such couples to Aranas to acquire the said affidavit which according to Alesna costs P10. As aptly put by the OCA, even if the amount involved in the transaction is minimal, the act of soliciting money still gives the public the wrong impression that court personnel are making money out of judicial transactions.¹⁵²

The Court said in *Roque v. Grimaldo*¹⁵³ that acts of court personnel outside their official functions constitute conduct prejudicial to the best interest of the service because these acts violate what is prescribed for court personnel. The purpose of this is to maintain the integrity of the Court and free court personnel from suspicion of any misconduct.

Celeste P. Retuya, Clerk III of Branch 6 of the MTCC, Cebu City, Emma Valencia, Stenographer III of Branch 18, RTC, Cebu City, and Rebecca Alesna, Court Interpreter of Branch 1, MTCC, Cebu City, admitted to the audit team that they received food from couples they assisted.¹⁵⁴ This is in violation of Section 2(b), Canon III of the Code of Conduct for Court Personnel which prohibits court personnel from receiving tips or other remuneration for assisting or attending to parties engaged in transactions or involved in actions or proceedings with the Judiciary. As recommended by the OCA, they are admonished considering that this is their first offense and the tips were of minimal value. In *Reyes-Domingo v. Morales*, this Court held that commission of an administrative offense for the first time is an

¹⁴⁸ Id.

¹⁴⁹ Id.

¹⁵⁰ *In Re: Improper Solicitation of Court Employees - Rolando Hernandez*, A.M. No. 2008-12-SC, and *Office of the Court Administrator v. Sheela Nobleza*, A.M. No. P-08-2510, April 24, 2009, 586 SCRA 325, 332-334.

¹⁵¹ *Supra* note 6 at 32.

¹⁵² Id.

¹⁵³ A.M. No. P-95-1148, July 30, 1996, 260 SCRA 1.

¹⁵⁴ *Supra* note 6 at 32.

extenuating circumstance.¹⁵⁵

The Court finds that there is insufficient evidence against Corazon P. Retuya. The OCA reports that Corazon Retuya admitted initially that she received P5,000 from spouses Ichiro Kamiaya and Mary Grace Gabiana to secure necessary documents.¹⁵⁶ The information was volunteered by Corazon Retuya with no supporting sworn statement from the couple. However, she denies this fact later on in her Comment.¹⁵⁷ Finding the earlier statement of Corazon Retuya as unclear and lacking support from evidence, the Court adopts the findings of the OCA and decides to give her the benefit of the doubt.

The Court also finds insufficient evidence to support the claims against Marilou Cabañez. Cabañez was only implicated in this case through the sworn statement of Jacqui Lou Baguio-Manera who attested that they paid a certain “Meloy” P1,200 for the wedding under Article 34 of the Family through the assistance of Cabañez.¹⁵⁸ Cabañez denies that she was the one who assisted the couple and explained that it may have been Celerina Plaza, the personal assistant of Judge Rosabella M. Tormis. Baguio-Manera got the nickname “Meloy” not from Cabañez herself but from Baguio-Manera’s younger sister.¹⁵⁹ When Baguio-Manera met the said “Meloy” at the Hall of Justice, she did not obtain confirmation that the said “Meloy” is Cabañez. The Court adopts the findings of the OCA that there is lack of positive identification of Cabañez and finds merit in her denial.¹⁶⁰

The Court accepts the recommendation of the OCA as to the dismissal of the case against Judge Geraldine Faith A. Econg. The judge was only implicated through the statement of Process Server Antonio Flores about an “alleged sinking fund”. No evidence was presented as to the collection of an excess of the solemnization fee. Neither was it proven that Judge Econg or her staff had knowledge of such fund.

WHEREFORE, the Court finds respondents:

1. **Judge Anatalio S. Necesario**, Presiding Judge, Municipal Trial Court in Cities, Branch 2, Cebu City, **GUILTY** of gross inefficiency or neglect of duty and of gross ignorance of the law

¹⁵⁵ A.M. No. P-99-1285, October 4, 2000, 342 SCRA 6, 18.

¹⁵⁶ Id.

¹⁵⁷ *Rollo*, pp. 577-578.

¹⁵⁸ *Supra* note 6 at 33.

¹⁵⁹ *Rollo*, pp. 876-879.

¹⁶⁰ *Supra* note 158.

and that he be **DISMISSED FROM THE SERVICE** with forfeiture of his retirement benefits, except leave credits, if any, and that he be disqualified from reinstatement or appointment to any public office, including government-owned or -controlled corporation;

2. **Judge Gil R. Acosta**, Presiding Judge, Municipal Trial Court in Cities, Branch 3, Cebu City, **GUILTY** of gross inefficiency or neglect of duty and of gross ignorance of the law and that he be **DISMISSED FROM THE SERVICE** with forfeiture of his retirement benefits, except leave credits, if any, and that he be disqualified from reinstatement or appointment to any public office, including government-owned or -controlled corporation;
3. **Judge Rosabella M. Tormis**, Presiding Judge, Municipal Trial Court in Cities, Branch 4, Cebu City, **GUILTY** of gross inefficiency or neglect of duty and of gross ignorance of the law and that she would have been **DISMISSED FROM THE SERVICE** with forfeiture of her retirement benefits, except leave credits, if any, and disqualified from reinstatement or appointment to any public office, including government-owned or -controlled corporation, **had she not been previously dismissed from service in A.M. No. MTJ-12-1817 (Formerly A.M. No. 09-2-30-MTCC)**;
4. **Judge Edgemelo C. Rosales**, Presiding Judge, Municipal Trial Court in Cities, Branch 8, Cebu City, **GUILTY** of gross inefficiency or neglect of duty and of gross ignorance of the law and that he be **DISMISSED FROM THE SERVICE** with forfeiture of his retirement benefits, except leave credits, if any, and that he be disqualified from reinstatement or appointment to any public office, including government-owned or -controlled corporation;
5. **Helen Mongaya**, Court Interpreter, Municipal Trial Court in Cities, Branch 4, Cebu City, **GUILTY** of violating Section 2, Canon I of the Code of Conduct for Court Personnel and that she be **DISMISSED FROM THE SERVICE** with forfeiture of her retirement benefits, except leave credits, if any, and that she be disqualified from reinstatement or appointment to any public office, including government-owned or -controlled corporation;
6. **Rhona F. Rodriguez**, Administrative Officer I, Office of the Clerk of Court, Regional Trial Court, Cebu City, **GUILTY** of gross misconduct for Section 2, Canon I of the Code of Conduct for Court Personnel and for inducing Maricel Albater to falsify the application for marriage and that she be **DISMISSED FROM THE SERVICE** with forfeiture of her retirement benefits, except

leave credits, if any, and that she be disqualified from reinstatement or appointment to any public office, including government-owned or -controlled corporation;

7. **Desiderio S. Aranas**, Process Server, Municipal Trial Court in Cities, Branch 3, Cebu City, **GUILTY** of conduct prejudicial to the best interest of the service and that he be **SUSPENDED** without pay for a period of six (6) months with a warning that a similar offense shall be dealt with more severely;
8. **Rebecca Alesna**, Court Interpreter, Municipal Trial Court in Cities, Branch 1, Cebu City, **GUILTY** of conduct prejudicial to the best interest of the service and of violating Section 2(b), Canon III of the Code of Conduct for Court Personnel and that she be **SUSPENDED** without pay for a period of six (6) months with a warning that a similar offense shall be dealt with more severely;
9. **Celeste Retuya**, Clerk III, Municipal Trial Court in Cities, Branch 6, Cebu City, and **Emma Valencia**, Stenographer III, Regional Trial Court, Branch 18, Cebu City, **GUILTY** of conduct prejudicial to the best interest of the service and of violating Section 2(b), Canon III of the Code of Conduct for Court Personnel and that they be **ADMONISHED** with a warning that a similar offense shall be dealt with more severely;

The complaints against **Judge Geraldine Faith A. Econg**, Presiding Judge, Regional Trial Court, Branch 9, Cebu City; **Corazon P. Retuya**, Court Stenographer, Municipal Trial Court in Cities, Branch 6, Cebu City; and **Marilou Cabañez**, Court Stenographer, Municipal Trial Court in Cities, are **DISMISSED** for lack of merit.

The case against Judge Rosabella M. Tormis, including the sworn statements of Celerina Plaza and Crisanto dela Cerna, should be **REFERRED** to the Office of the Bar Confidant for the purpose of initiating disbarment proceedings against the judge.

The Honorable Mayors of Barili, Cebu and Liloan, Cebu, are to be furnished copies of the Supplemental Report dated 14 August 2007 and are **ADVISED** to conduct an investigation with respect to the statements of Filomena C. Lopez, Civil Registrar of Barili, Cebu, and Bonita I. Pilonas, Civil Registrar of Liloan, Cebu, regarding the processing of marriage licenses and to take the necessary action as the findings of the investigation may warrant.


Let a copy of this Decision be included in the respondents' files that are with the Office of the Bar Confidant and distributed to all courts and to

the Integrated Bar of the Philippines.


SO ORDERED.



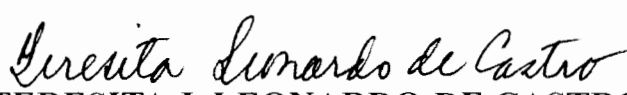
MARIA LOURDES P. A. SERENO
Chief Justice



ANTONIO T. CARPIO
Associate Justice



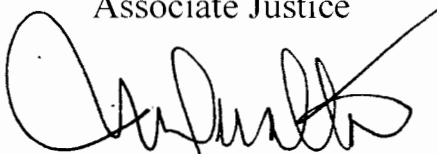
PRESBITERO J. VELASCO, JR.
Associate Justice




TERESITA J. LEONARDO-DE CASTRO
Associate Justice



ARTURO D. BRION
Associate Justice




DIOSDADO M. PERALTA
Associate Justice



LUCAS P. BERSAMIN
Associate Justice



MARIANO C. DEL CASTILLO
Associate Justice



ROBERTO A. ABAD
Associate Justice



MARTIN S. VILLARAMA, JR.
Associate Justice



JOSE PORTUGAL PEREZ
Associate Justice



JOSE CATRAL MENDOZA
Associate Justice



BIENVENIDO L. REYES
Associate Justice

(On official leave)
ESTELA M. PERLAS-BERNABE
Associate Justice



MARVIC M. V. F. LEONEN
Associate Justice