



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Third Division, issued a Resolution dated **March 1, 2021**, which reads as follows:*

“A.M. No. P-21-002 [Formerly OCA IPI No. 19-4907-P] (*Maria Victoria S. Delos Santos v. Nonita J. Lorenzo, Court Interpreter II, Metropolitan Trial Court, Manila, Branch 19*). - For resolution is the letter-complaint of TJ Lending Investors, Inc. (TJLI), represented by herein complainant Maria Victoria S. Delos Santos (Delos Santos), against Nonita J. Lorenzo (Lorenzo), Court Interpreter II in Metropolitan Trial Court (MeTC), Manila, Branch 19.

The complainant alleged in her letter-complaint¹ that TJLI granted Lorenzo a loan amounting to ₱70,762.00 payable in 10 equal monthly installments, *i.e.* ₱7,076.00, without interest from March 31, 2015 until December 31, 2015 as per Promissory Note dated February 11, 2015.² However, Lorenzo failed to pay her monthly obligations to TJLI. Thus, Lorenzo sent an undated letter³ to TJLI apologizing for her failure to pay the amount ₱7,076.00 on March 31, 2015 and promising to pay on or before April 8, 2015. However, Lorenzo failed to comply with her obligations. Hence, on February 23, 2016, TJLI sent a demand letter⁴ asking Lorenzo to pay the balance of her loan in the total amount of ₱57,262.00 without any interest. Still, Lorenzo failed to pay. An administrative complaint for grave misconduct was then filed by TJLI, represented by Delos Santos, against Lorenzo.

In her Comment,⁵ Lorenzo averred that the loan she contracted with TJLI was not related to her official functions as court interpreter but was done in her personal capacity as payment for her medical expenses. She claimed that she had a previous loan agreement with TJLI in the total amount of ₱14,000.00 and that she already paid ₱8,000.00 thereof. However, she could

¹ *Rollo*, p. 2-5.

² *Id.* at 7-8.

³ *Id.* at 9.

⁴ *Id.* at 10.

⁵ *Id.* at 15-17.

no longer pay the remaining balance of ₱6,000.00. Thus, TJII threatened to file a case against her and she was then forced to execute the Promissory Note dated February 11, 2015. She maintained that she is willing to pay her debts and that she had no intention to violate the law or flagrantly disregard any established rule.

**Report and Recommendation of
the Office of the Court
Administrator (OCA):**

In a Memorandum dated December 16, 2020,⁶ the OCA recommended that Lorenzo be found guilty of willful failure to pay just debts, a ground for disciplinary action. The findings of the OCA are quoted in part, thus:

In the instant case, respondent admits that she executed the 11 February 2015 Promissory Note with TJLII for a loan of PhP70,762.00, receipt of which she acknowledged. Her defense that they had a prior agreement for a loan of PhP 14,000.00, that she made payments thereon, and that she was forced to sign the 11 February 2015 Promissory Note is unsupported by any evidence except her self-serving claims. It should also be remembered that a threat to sue is not unlawful. While this Office commiserates with respondent's state of health, that led her to avail of complainant's loan facility, we cannot condone her failure to pay her just debt which stands at Fifty-Seven Thousand Two Hundred Sixty Two Pesos (PhP 57,262.00) as of 23 February 2016.

Having admitted her indebtedness to TJLII and the justness thereof, her administrative liability under the foregoing provision of the RRACCS is undisputed. However, records of this Office show that this is respondent's first infraction. Thus, we find the penalty of reprimand to be proper under the circumstances.⁷

Our Ruling

We adopt and approve the findings and recommendations of the OCA that Lorenzo should be reprimanded and sternly warned for willful failure to pay just debts.

Executive Order No. (EO) 292, otherwise known as the "Administrative Code of 1987," provides that a public employee's failure to pay just debts is a ground for disciplinary action. Section 22, Rule XIV of the Rules Implementing Book V of EO 292, as modified by Section 52, Rule IV of the Uniform Rules on Administrative Cases in the Civil Service (Rules), defines "just debts" as those: (a) claims adjudicated by a court of law; or (b) claims the existence and justness of which are admitted by the debtor.

Lorenzo acknowledged having contracted a loan with TJLII in the total amount of ₱70,762.00 as per Promissory Note dated February 11, 2015. She

⁶ Id.; unpaginated.

⁷ Id.; unpaginated.

also admitted her previous loan from TJJII in the total amount of ₱14,000 of which she was able to pay only an amount of ₱8,000.00. However, her contention that she was threatened by TJJII and was forced to execute the Promissory Note dated February 11, 2015 was not supported by any evidence on record. It bears stressing that the alleged remaining balance of ₱6,000.00 does not correspond to the amount stated in Promissory Note dated February 11, 2015, *i.e.* ₱70,762.00.

What is apparent from the records is that Lorenzo failed to comply with her obligations under the Promissory Note dated February 11, 2015. In fact, her assertion of willingness to pay her debts to TJJII constitutes an acknowledgement on her part of the existence of such debt. Indeed, the loan balance of ₱57,262.00 is a just debt and its existence was both recognized by Lorenzo and TJJII. Lorenzo's willful failure to pay a just debt is unbecoming a public official and is a ground for disciplinary action.

As explained in *In re: Complaint for Failure to Pay Just Debts Against Esther T. Andres*,⁸ willful refusal to pay just debts, much like misconduct, considers punishment of errant public officers or employees whose acts or conduct may inevitably impair the image of the judiciary:

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...⁹

Under Section 22 (i), Rule XIV of the Omnibus Rules Implementing Book V of the EO No. 292, as amended by Civil Service Commission (CSC) Memorandum Circular No. 19, series of 1999, willful failure to pay just debts constitutes a light offense penalized by reprimand on the first offense, suspension for one (1) to thirty (30) days on the second offense, and dismissal on the third offense. This being Lorenzo's first offense, she is thus reprimanded for her failure to pay just debts, with a stern warning that a commission of the same or similar acts in the future shall be dealt with more severely.

WHEREFORE, respondent Nonita J. Lorenzo, Court Interpreter II, Metropolitan Trial Court of Manila, Branch 19, is adjudged **GUILTY** of willful failure to pay just debts, for which she is hereby **REPRIMANDED**.

⁸ 493 Phil. 1 (2005).

⁹ *Id.* at 11.

Further, she is **STERNLY WARNED** that a commission of the same or similar acts in the future shall be dealt with more severely

Let a copy of this Resolution be attached to her 201 file.

SO ORDERED.”

By authority of the Court:

Misa D C Batt
MISAEAL DOMINGO C. BATTUNG III
Division Clerk of Court *4/23/21*

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