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VICENTE DOMINGO C. BATTUNG III
Deputy Division Clerk of Court
Third Division
AUG 17 2017

Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

FILIPINAS O. CELEDONIO, A.C. No. 10553
Complainant,

Present:

VELASCO, JR., J.,
Chairperson,
BERSAMIN,
REYES,
JARDELEZA, and
TIJAM, JJ.

- versus -

Promulgated:

ATTY. JAIME F. ESTRABILLO,
Respondent.

July 5, 2017

X-----X

DECISION

TIJAM, J.:

For Our resolution is complainant Filipinas O. Celedonio's disbarment complaint¹ against respondent Atty. Jaime F. Estrabillo, charging the latter with the violation of Canon 1, Rule 1.01 and 1.02, Canon 9, Rule 1.09, Canon 10, Rule 10.01, Canon 15, Rules 15.03 and 15.04, Canon 17, and Canon 19, Rule 19.01 and 19.02 of the Code of Professional Responsibility (CPR).

The Facts

The instant disbarment case stemmed from a criminal case of Estafa filed by Alfrito D. Mah (Mah) against complainant's husband in 2006, the latter being accused of embezzling a substantial amount from Mah's company. In the said case, respondent was Mah's legal counsel.²

¹ Rollo, pp. 3-8.

² Id. at 3.

Complainant averred that she tried talking to Mr. Mah's wife, being one of the sponsors in their wedding, to drop the criminal case against her husband, but Mrs. Mah responded that the matter is already in the hands of their lawyer. Thus, complainant and her husband met several times with the respondent to negotiate the withdrawal of the criminal case. Respondent assured the complainant and her husband that he will talk to his client for the possibility of settling the case and delaying the prosecution thereof in the meantime.³

In the process of negotiating, respondent advised the complainant and her husband to execute a deed of sale over their house and lot covered by Transfer Certificate of Title (TCT) No. 502969-R, which will be used as a collateral for the settlement of the case. Respondent explained to them that the said deed of sale will merely be a security while complainant and her husband are paying the embezzled money in installments and he assured the spouses that the said deed of sale will not be registered nor annotated in the title. The criminal case against complainant's husband was then dismissed.⁴

Being the only one who shoulders the family expenses, complainant, at some point, decided to sell the subject house and lot.⁵ However, on December 8, 2008, complainant received summons from the court regarding a complaint for specific performance with prayer for the issuance of a writ of preliminary injunction (WPI) and temporary restraining order (TRO) filed by Spouses Mah, subject of which was TCT No. 502969-R.⁶ Apparently, the deed of sale that complainant and her husband executed as a security for the settlement of the criminal case was dated May 5, 2008 and notarized by the respondent. The said complaint averred that herein complainant and her husband have an obligation to deliver the subject property to Spouses Mah. Complainant found out that the respondent requested the Register of Deeds (RD) of Pampanga to register and annotate the said deed of sale on the title on November 27, 2008.⁷

This prompted the complainant to confront the respondent as this was contrary to what they have agreed upon. The respondent merely advised complainant to again negotiate with his client and assured her that he would back her up. However, complainant's efforts to negotiate were again proven futile.⁸

In the meantime, complainant has a deadline for the filing of a responsive pleading in the said civil case. Also, the hearing for the

³ Id.

⁴ Id.

⁵ Id. at 4.

⁶ Id. at 9.

⁷ Id. at 4.

⁸ Id.



application for issuance of a TRO was already scheduled. When the complainant went back to the respondent for this matter, the respondent offered to and indeed prepared a Motion for Extension of Time and Urgent Motion to Postpone for the complainant dated December 22, 2008 and January 8, 2009, respectively. Complainant alleged that it was respondent's secretary upon respondent's instruction, who drafted the said motions and that she was required to pay the corresponding fees therefor. In view of the said motion for postponement, complainant did not appear in the January 9, 2009 hearing.⁹

It turned out, however, that the said hearing still proceeded. The respondent even appeared therein and manifested that he filed a notice of *lis pendens* and adverse claim with the RD of Pampanga. Complainant also found out that respondent filed a Motion to Declare Defendants in Default in the said case dated February 4, 2009, which was granted by the court on February 27, 2009. On March 31, 2009, a decision was rendered in the said case in favor of respondent's clients. The decision became final and executory and, thereafter, a writ of execution was issued.¹⁰

Realizing that respondent employed deceit and was double-dealing with her and her husband to their prejudice, complainant filed the instant administrative complaint, praying for the respondent's disbarment.

In his Answer to the instant administrative complaint, respondent denied complainant's accusations. Despite admitting that he told the complainant that he would help her out in negotiating with his client, he averred that he never compromised his relationship with the latter as counsel. Respondent explained that he suggested a deed of second mortgage be made on the subject property, as the same was still mortgaged with the bank, for the purpose of settling the criminal case with his client. He admitted preparing such deed of second mortgage but the same was not signed by his client as the latter preferred a deed of sale with a promissory note. The complainant and her husband then executed the preferred deed of sale. Consequently, Mr. Mah executed an affidavit of desistance relative to the estafa case against complainant's husband.¹¹

As to the civil case, respondent averred that upon learning that the complainant was selling the subject property, he filed an adverse claim on the said property to protect his client's rights.¹²

⁹ Id.

¹⁰ Id. at 5.

¹¹ Id. at 33-36.

¹² Id. at 34.

Respondent, further, denied that he was serving conflicting interests when he instructed his secretary to draft the motions for extension of time and postponement for the complainant. He averred that he informed his clients about it and denied demanding payment therefor from the complainant.¹³

**Report and Recommendation
of the Integrated Bar of the Philippines
Commission on Bar Discipline**

Aside from respondent's act of instructing his secretary to prepare and file motions for the complainant in the civil case filed by his client, the Integrated Bar of the Philippines (IBP)-Commission on Bar Discipline (CBD) found no proof as to the other allegations in the complaint imputing deceit and other violations of the CPR against respondent.¹⁴ On May 22, 2012, the IBP-CBD recommended thus:

WHEREFORE, in view of the foregoing, it is respectfully recommended that respondent Atty. Jaime E. Estrabillo be suspended from the practice of law for six (6) months.¹⁵

Resolutions of the IBP Board of Governors

On March 20, 2013, the IBP issued Resolution No. XX-2013-187, which reads:

RESOLVED to ADOPT and APPROVE, as it is hereby unanimously ADOPTED and APPROVED, **with modification**, the Report and Recommendation of the Investigating Commissioner in the above-entitled case, herein made part of this Resolution as Annex "A", and finding the recommendation fully supported by the evidence on record and the applicable laws and rules and for Respondent's violation of Rule 15.03 and Canon 17 of the Code of Professional Responsibility, it being not intentional, Atty. Jaime E. Estrabillo is hereby **REPRIMANDED**.¹⁶

Both the complainant and the respondent filed their respective motions for reconsideration (MR) of the above-quoted resolution.¹⁷

Acting on the said MRs, the IBP Board of Governors issued Resolution No. XXI-2014-116 on March 21, 2014, which reads:

¹³ Id. at 185.

¹⁴ Id. at 241-259.

¹⁵ Id. at 259.

¹⁶ Id. at 240.

¹⁷ Id. at 260-265, 268-272.



RESOLVED to DENY respective Motions for Reconsideration of Complainant and Respondent, there being no cogent reason to reverse the findings of the Commission and they being a mere reiteration of the matters which had already been threshed out and taken into consideration. Further, the Board RESOLVED to **AFFIRM with modification**, Resolution No. XX-2013-187 dated March 20, 2013 and accordingly ADOPTED and APPROVED the Report and Recommendation of the Investigating Commissioner **SUSPENDING** Atty. Jaime E. Estrabillo from the practice of law to [sic] six (6) months.¹⁸

This Court is now called to issue its verdict on the matter.

Issue

Should the respondent be administratively disciplined based on the allegations in the complaint?

Our Ruling

We answer in the affirmative.

Rule 15.03 – A lawyer shall not represent conflicting interests except by written consent of all concerned given after a full disclosure of the facts.

CANON 17 – A LAWYER OWES FIDELITY TO THE CAUSE OF HIS CLIENT AND HE SHALL BE MINDFUL OF THE TRUST AND CONFIDENCE REPOSED IN HIM.

Respondent admitted that he instructed his secretary to draft and file motions for the complainant in the civil case filed by his client against the latter. Such act is a clear violation of the above-stated rules. The respondent, however, explained that it was merely a humanitarian act on his part in helping the complainant on the matter, to give the latter an opportunity to settle their accountability to his client.¹⁹ Respondent insisted that there was no intention on his part to violate the trust reposed upon him by his client. In fact, according to the respondent, it was his client's interest that he had in mind when he prepared the motions as this would extend the chance of getting a settlement with the complainant, which is the end favored by his client.

Such explanation cannot, in any way, absolve him from liability.

The rules are clear. The relationship between a lawyer and his/her client should ideally be imbued with the highest level of trust and

¹⁸ Id. at 283.

¹⁹ Id. at 269.



confidence.²⁰ The legal profession dictates that it is not a mere duty, but an obligation, of a lawyer to accord the highest degree of fidelity, zeal and fervor in the protection of the client's interest.²¹ Thus, part of the lawyer's duty in this regard is to avoid representing conflicting interests.²² Jurisprudence is to the effect that a lawyer's act which invites suspicion of unfaithfulness or double-dealing in the performance of his duty already evinces inconsistency of interests.²³ In broad terms, lawyers are deemed to represent conflicting interests when, in behalf of one client, it is their duty to contend for that which duty to another client requires them to oppose.²⁴

There is, thus, no denying that respondent's preparation and filing of motions on behalf of the complainant, the adverse party in the case filed by him for his client, conflicts his client's interest. Indeed, a motion for extension to file an answer would not be favorable to his client's cause as the same would merely delay the judgment sought by his client in filing the case. Moreso, the motion for postponement of the TRO hearing would definitely run counter with the interest of his client as such remedy was precisely sought, supposedly with urgency, to protect his client's right over the subject property before complainant could proceed with the sale of the same.

Moreover, Rule 15.03 above-cited expressly requires a written consent of all parties concerned after full disclosure of the facts if ever, for whatever reason, a lawyer will be involved in conflicting interests. Corollary to this, Rule 15.04 of the CPR substantially states that if a lawyer would act as a mediator, or a negotiator for that matter, a written consent of all concerned is also required. Notably, there is no record of any written consent from any of the parties involved in this case.

Considering the foregoing, We sustain the findings of the IBP that respondent violated Rule 15.03 and Canon 17 of the CPR.

In addition, this Court cannot shun the fact that due to respondent's acts, complainant lost her day in court. Admittedly, the complainant cannot impute fault entirely to the respondent for losing the opportunity to present her defense in the civil case, as no prudent man will leave the fate of his or her case entirely to his or her lawyer, much less to his or her opponent's lawyer. However, We also cannot blame the complainant for relying upon the motions prepared by the respondent for her, thinking that in view of the said motions, she was given more time file an answer and more importantly,

²⁰ *Jimenez v. Atty. Francisco*, A.C. No. 10548, December 10, 2014.

²¹ *Penilla v. Atty. Alcid, Jr.*, A.C. No. 9149, September 4, 2013.

²² *Jimenez v. Atty. Francisco*, supra note 20.

²³ *Id.*

²⁴ *Id.*

that there was no more hearing on the scheduled date for her to attend. As it turned out, respondent even appeared on the date of the hearing that was supposedly sought to be postponed. This is a clear case of an unfair act on the part of the respondent. Respondent may not have an obligation to apprise the complainant of the hearing as the latter is not his client, but his knowledge of the motion for postponement, drafted by his secretary upon his instruction, calls for his fair judgment as a defender of justice and officer of the court, to inform the complainant that the hearing was not postponed.

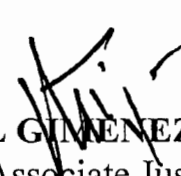
This exactly demonstrates why dealing with conflicting interests in the legal profession is prohibited – it is not only because the relation of attorney and client is one of trust and confidence of the highest degree, but also because of the principles of public policy and good taste.²⁵

As to the other matters raised in the complaint such as the allegations that the respondent deceived the complainant to execute the subject deed of sale, among others, We are one with the IBP-CBD that such imputations were not supported by sufficient evidence to warrant consideration.

Anent the penalty, considering that this is respondent's first infraction, and that there is no clear showing that his malpractice was deliberately done in bad faith or with deceit, We hold that respondent's suspension from the practice of law for six (6) months, as recommended by the IBP-CBD and adopted by the IBP Board of Governors, is warranted.


ACCORDINGLY, the Court resolves to **SUSPEND** Atty. Jaime F. Estrabillo from the practice of law for six (6) months to commence immediately from the receipt of this Decision, with a **WARNING** that a repetition of the same or similar offense will warrant a more severe penalty. Let copies of this Decision be furnished all courts, the Office of the Bar Confidant, and the Integrated Bar of the Philippines for their information and guidance. The Office of the Bar Confidant is directed to append a copy of this Decision to respondent's record as member of the Bar.

SO ORDERED.

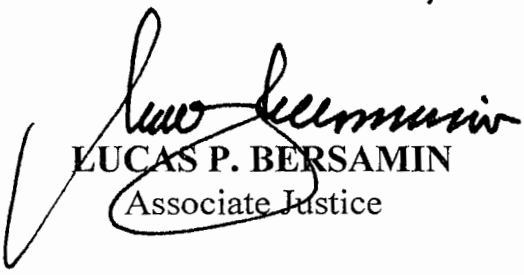

NOEL GIMENEZ TIJAM
Associate Justice

²⁵ *Foster v. Atty. Agtang*, December 10, 2014, A.C. No. 10579.

WE CONCUR:




PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson



LUCAS P. BERSAMIN
Associate Justice



BIENVENIDO L. REYES
Associate Justice



FRANCIS H. JARDELEZA
Associate Justice

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AUG 17 2017