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Wilfredo V. Lapidan
WILFREDO V. LAPIDAN
Division Clerk of Court
Third Division
OCT 06 2017



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

HEIRS OF JUAN DE DIOS E. CARLOS, *namely*, JENNIFER N. CARLOS, JOCELYN N. CARLOS, JACQUELINE CARLOS-DOMINGUEZ, JO-ANN CARLOS-TABUTON, JIMMY N. CARLOS, LORNA A. CARLOS, JERUSHA ANN A. CARLOS and JAN JOSHUA A. CARLOS,
Complainants,

A. C. No. 11494

Present:

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

- versus -

ATTY. JAIME S. LINSANGAN,
Respondent.

Promulgated:

July 24, 2017
Wilfredo V. Lapidan

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DECISION

TIJAM, J.:

Complainants are children of the late Juan De Dios E. Carlos (Juan) who presently seek to disbar respondent Atty. Jaime S. Linsangan (Atty. Linsangan). Atty. Linsangan acted as counsel for their late father in several cases, one of which involving the recovery of a parcel of land located in Alabang, Muntinlupa City. Complainants alleged that Atty. Linsangan forced them to sign pleadings and documents, sold the parcel of land in Alabang, Muntinlupa City in cahoots with complainants' estranged mother, and evaded payment of income taxes when he divided his share in the subject property as his supposed attorney's fees to his wife and children, all in violation of his oath as lawyer.

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The Facts and Antecedent Proceedings

The parcel of land located in Alabang, Muntinlupa City and covered by Transfer Certificate of Title (TCT) No. 139061 with an area of 12,331 square meters was previously owned by the Spouses Felix and Felipa Carlos. Their son, Teofilo Carlos (Teofilo), convinced them to transfer said title to his name with a promise to distribute the same to his brothers and sisters. Teofilo delivered the owner's duplicate copy of the title to his brother, Juan. However, Teofilo sold the entire property to Pedro Balbanero (Pedro). Pedro, however, failed to pay the agreed installment payments.

For purposes of recovering the subject property from Teofilo (and Teofilo's supposed wife, Felicidad), and from Pedro, Juan engaged the services of Atty. Linsangan. It appears that Atty. Linsangan, for Juan, filed the following cases: (a) a case¹ against Felicidad which was settled with the latter acknowledging Juan's one-half interest and ownership over the property; (b) a case against Pedro which was concluded on September 12, 1997; and (c) another case² against Felicidad, albeit filed by another lawyer who acted under the direct control and supervision of Atty. Linsangan. In this case against Felicidad, it appears that the other half of the property was adjudicated to Juan, as Teofilo's sole heir. Said adjudication was appealed to the CA.³

It further appears that Atty. Linsangan represented Juan in the following cases, likewise all involving the subject property: (a) an action for partition⁴ filed by Bernard Rillo against Pedro; (b) an ejectment case⁵ filed by Juan against Pedro; and (c) Juan's intervention in the case⁶ between Pedro and Teofilo.

It finally appears that Atty. Linsangan also represented Juan in the *certiorari* cases and petitions for review filed before the CA⁷ and this Court,⁸ likewise involving the same property.

¹Docketed as Civil Case No. 94-1964 filed before the Regional Trial Court of Muntinlupa City, Branch 256; *Rollo*, p. 4.

²Entitled "*Juan de Dios E. Carlos vs. Felicidad Sandoval, etc., et al.*," and docketed as Civil Case No. 95-135 filed before the Regional Trial Court of Muntinlupa City, Branch 256; *id.*

³Docketed as CV No. 53229.

⁴Entitled "*Bernard Rillo, et al. vs. Sps. Pedro and Jovita Balbanero*" and docketed as Civil Case No. 97-022 filed before Regional Trial Court of Muntinlupa City, Branch 256.

⁵Entitled "*Juan de Dios Carlos vs. Gen. Pedro R. Balbanero*" and docketed as Civil Case No. 3256 filed before the Metropolitan Trial Court of Muntinlupa City.

⁶Entitled "*Pedro R. Balbanero vs. Teofilo Carlos, et al.*," and docketed as Civil Case No. 18358 filed before the Regional Trial Court of Makati City, Branch 60.

⁷Docketed as SP No. 38097, SP No. 40819, and SP No. 39267.

⁸Docketed as G.R. No. L-127257, L-128613, and L-12517.

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During the pendency of the above cases, or on September 22, 1997, Atty. Linsangan and Juan executed a Contract for Professional Services⁹ enumerating the above cases being handled by Atty. Linsangan for Juan. In said Contract, Atty. Linsangan and Juan agreed, as follows:

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WHEREAS, the Parties have decided to consolidate their agreements in connection with ATTORNEY's engagement as CLIENT's attorney to recover the subject property;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have mutually agreed and bound themselves as follows:

1. That ATTORNEY shall continue to take all legal steps to recover the 10,000 square meters covered by TCT No. 139061, or any portion thereof acceptable to CLIENT, through any or all of the Court cases mentioned above, or such other Court cases as may be necessary;

2. That ATTORNEY shall not enter into any compromise agreement without the written consent of CLIENT. CLIENT may enter into any compromise agreement only upon consultation with ATTORNEY;

3. That ATTORNEY shall avail of all legal remedies in order to recover the property and shall continue the prosecution of such remedies to the best of his knowledge, ability, and experience, all within legal and ethical bounds;

4. That CLIENT shall shoulder all necessary and incidental expenses in connection with the said cases;

5. That considering, among others, the extent of services rendered by ATTORNEY; the value of the property sought to be recovered; the importance of the case to CLIENT; the difficulty of recovery (considering that the Balbanero spouses have a favorable Court of Appeals^[] Decision in C.V. No. 29379, while Felicidad Sandoval's name appears in the TCT No.139061 as wife of the registered owner, Teofilo Carlos), the professional ability and experience of ATTORNEY; as well as other considerations, **CLIENT hereby confirms and ratifies that he has agreed and bound himself to pay ATTORNEY a contingent fee in an amount equivalent to FIFTY PERCENT (50%) of the market value of the property, or portion thereof, which may be recovered, or the zonal value thereof, whichever is higher.**

The said attorney's fees shall become due and payable upon recovery of the property, or any portion thereof, (a) upon finality of a favorable Court decision, or (b) compromise settlement, whether judicially

⁹Rollo, pp. 4-6.

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or extrajudicially, through the execution of any document acknowledging or transferring CLIENT's rights over the property, or any portion thereof, whether or not through ATTORNEY's, CLIENT's, or other person's efforts or mediation, or (c) or by any other mode by which CLIENT's interest on the subject property, or a portion thereof, is recognized, or registered, or transferred to him; or (d) should CLIENT violate this contract; or (e) should CLIENT terminate ATTORNEY's services without legal or just cause.

6. That CLIENT undertakes and binds himself to pay the said attorney's fees to the following:

- (a) To ATTORNEY himself;
- (b) In case of ATTORNEY'S death or disability, to LORNA OBSUNA LINSANGAN;
- (c) In case of death or disability of ATTORNEY and LORNA OBSUNA LINSANGAN, jointly and severally, to LAUREN KYRA LINSANGAN, LORRAINE FREYJA LINSANGAN, and JAMES LORENZ LINSANGAN;
- (d) In default of all the [foregoing], to the estate of ATTORNEY.

7. That this Contract shall be binding and enforceable upon CLIENT's heirs, successors-in-interest, administrators, and assigns, if any.

8. That finally, CLIENT hereby authorizes, at ATTORNEY's option, the annotation of this contract on TCT No. 139061 or any subsequent title which may be issued. (Emphasis supplied)

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However, it was not only Juan who went after the property, but also Bernard Rillo and Alicia Carlos, a sister-in-law. The latter also filed an action¹¹ for recovery of their share and by Compromise Agreement, an area of 2,331 square meters was awarded in their favor, leaving a 10,000 square meter portion of the property.¹²

This remaining 10,000 square meter portion was eventually divided in the case filed by Juan against Felicidad (which Atty. Linsangan admits¹³ to have filed albeit through another lawyer who acted under his control and supervision), through a Compromise Agreement wherein 7,500 square meters of the subject property was given to the heirs of Juan while the remaining 2,500 square meters thereof was given to Felicidad.¹⁴ In said Compromise Agreement, the parties likewise agreed to waive as against

¹⁰Id. at 5-6.

¹¹Docketed as Civil Case No. 11975.

¹²*Rollo*, p. 105.

¹³Id. at 4.

¹⁴Id. at 19-20.

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each other any and all other claims which each may have against the other, including those pending in the CA¹⁵ and this Court. This Compromise Agreement was approved by the trial court on December 11, 2009.¹⁶

Subsequently, a Supplemental Compromise Agreement¹⁷ dated December 16, 2009 was submitted by the heirs of Juan and Atty. Linsangan, dividing among them the 7,500 square meter-portion of the property as follows: 3,750 square meters to the heirs of Juan and 3,750 square meters to Atty. Linsangan pursuant to the Contract for Professional Services. In said Supplemental Compromise Agreement, Atty. Linsangan waived in favor of his wife and children his 3,750 square meter share, except as to the 250 square meters thereof, as follows:

- (a) To Mrs. Lorna O. Linsangan – 2,000 square meters;
- (b) To Lauren Kyra O. Linsangan – 500 square meters;
- (c) To Lorraine Freyja O. Linsangan – 500 square meters;
- (d) To James Lorenz O. Linsangan – 500 square meters;
- (e) To Atty. Jaime S. Linsangan – 250 square meters.¹⁸

Said Supplemental Compromise Agreement was likewise approved by the trial court in its Decision¹⁹ dated December 18, 2009. There was no mention in the record, however, that the Compromise Agreement and the Supplemental Compromise Agreement were likewise presented for approval before the several courts where the other cases were pending.

On December 10, 2015, Atty. Linsangan executed a Deed of Absolute Sale²⁰ with a certain Helen S. Perez (Helen) covering the entire 12,331 square meters of the subject property for a purchase price of One Hundred Fifty Million Pesos (PhP150,000,000). Atty. Linsangan sold the entire property using the following:

1. a Special Power of Attorney²¹ dated August 26, 2010, executed by his wife Lorna Linsangan, and children, Lauren Kyra O. Linsangan, Lorraine Freyja O. Linsangan and James Lorenz O. Linsangan to sell their shares in the subject property;

¹⁵The cases before the CA as mentioned in the Compromise Agreement were the cases docketed as CA-G.R. CV No. 53229, SP 40819 and SP 39267 while the cases before this Court as mentioned in the Compromise Agreement were the cases docketed as G.R. Nos. 135830, 136035, 137743, 140931 and 179922; *id.* at 20.

¹⁶*Id.* at 22.

¹⁷*Id.* at 23-29.

¹⁸*Id.* at 27.

¹⁹*Id.* at 79-80.

²⁰*Id.* at 42-43.

²¹*Id.* at 51-53.

2. a Special Power of Attorney²² dated September 2009, executed by Juan's wife, Bella N. Vda. de Carlos, and their children, Jo-Ann Carlos-Tabuton, Jacqueline Carlos-Dominguez and Jimmy N. Carlos to represent them in all cases involving their interests and shares in the properties of Juan;

3. a Special Power of Attorney²³ dated September 30, 2009 executed by Lorna A. Carlos, Jerusha Ann A. Carlos and Jan Joshua A. Carlos to represent them in all cases involving their interests and shares in the properties of Juan;

4. a Special Power of Attorney²⁴ dated May 2013 executed by Porfirio C. Rillo and Jose Rillo to sell their shares consisting of 200 square meter portion and 199 square meter portion, respectively, of the subject property;

5. a Special Power of Attorney²⁵ dated October 15, 2009 executed by Jocelyn N. Carlos and Jennifer N. Carlos to represent them in all cases involving their interests and shares in the properties of Juan;

6. a Special Power of Attorney²⁶ dated May 28, 2010 executed by Bernard Rillo in favor of Alicia D. Carlos to sell his share in the subject property by virtue of a Compromise Agreement dated September 3, 1987 in the case of Bernard Rillo, et al. vs. Teofilo Carlos, et al., Civil Case No. 11975, Regional Trial Court of Makati City, Branch CXLIV.

On November 28, 2015, Helen issued several checks²⁷ in varying amounts either made payable to Cash or to Jaime S. Linsangan or Lorna O. Linsangan and simultaneous thereto, Atty. Linsangan released the owner's duplicate original of TCT No. 139061 to Helen.²⁸ It further appears that in lieu of one check in the amount of PhP2,500,000, Atty. Linsangan received, in cash, the amounts of PhP2,000,000 on December 4, 2015,²⁹ and PhP500,000 on December 10, 2015,³⁰ from Helen.

Upon learning of the sale, complainants allegedly requested from Atty. Linsangan for their shares in the proceeds and for the copies of the Special Power of Attorney as well as the case records, but that Atty. Linsangan refused.³¹ Complainants also requested from Atty. Linsangan, this

²²Id. at 59-61.

²³Id. at 63-67.

²⁴Id. at 68-69.

²⁵Id. at 71-73.

²⁶Id. at 76-77.

²⁷China Banking Corporation Check Nos. 0002585043, 0002585044, 0002585046, 0002585047, 0002585048, 0002585049, 0002585050 and RCBC Check Nos. 9000008, 9000009, 9000010, 9000011 and 9000012; id. at 96.

²⁸Id.

²⁹Id. at 85.

³⁰Id. at 86.

³¹Id. at 135.

time through another lawyer, Atty. Victor D. Aguinaldo, that their shares in the subject property be at least segregated from the portion sold.³²

On August 20, 2016, complainants wrote a letter³³ to Atty. Linsangan revoking the Special Power of Attorney which they executed in the latter's favor. In said letter, complainants accused Atty. Linsangan of conniving with their mother, Bella N. Vda. De Carlos, in submitting the Compromise Agreement and in selling the subject property. Complainants, however, recognized Atty. Lisangan's services for which they proposed that the latter be paid on the basis of *quantum meruit* instead of fifty percent (50%) of the subject property.³⁴

Subsequently, or in September 2016, complainants filed the instant administrative complaint³⁵ against Atty. Linsangan accusing the latter of forcing them to sign pleadings filed in court, copies of which were not furnished them; of selling the subject property in cahoots with their mother; of evading the payment of income taxes when he apportioned his share in the subject property to his wife and children.³⁶

By way of Comment,³⁷ Atty. Linsangan avers that the Supplemental Compromise Agreement was never questioned by the complainants until now³⁸ and that they had never requested for a copy thereof from him. Atty. Linsangan admits that the subject of the sale with Helen is the property in Alabang, Muntinlupa City and that complainants were not given a share from the payments because such were specifically made applicable to his and his family's share in the subject property only.³⁹ Atty. Linsangan also contends that the proposal that he be paid on the basis of *quantum meruit* is only for the purpose of reducing his 50% share as stated in the Contract for Professional Services he executed with Juan, so that the balance thereof may accrue to complainants.⁴⁰

The Issue

The threshold issue to be resolved is whether respondent is guilty of violating his lawyer's oath.

³²Id. at 146, 148.

³³Id. at 15-18.

³⁴Id. at 16.

³⁵Id. at 1-3.

³⁶Id. at 2.

³⁷Id. at 103-116.

³⁸Id. at 110.

³⁹Id. at 110-111.

⁴⁰Id. at 112.

The Ruling of this Court

After a careful review of the record of the case, the Court finds that respondent committed acts in violation of his oath as an attorney thereby warranting the Court's exercise of its disciplinary power.

We begin by emphasizing that the practice of law is not a right but a privilege bestowed by the State upon those who show that they possess, and continue to possess, the qualifications required by law for the conferment of such privilege.⁴¹ Whether or not a lawyer is still entitled to practice law may be resolved by a proceeding to suspend or disbar him, based on conduct rendering him unfit to hold a license or to exercise the duties and responsibilities of an attorney. The avowed purpose of suspending or disbaring an attorney is not to punish the lawyer, but to remove from the profession a person whose misconduct has proved him unfit to be entrusted with the duties and responsibilities belonging to an office of an attorney, and thus to protect the public and those charged with the administration of justice.⁴² The lawyer's oath is a source of obligations and its violation is a ground for suspension, disbarment or other disciplinary action.⁴³

The record shows and Atty. Linsangan does not deny, that while the cases involving the subject property were still pending resolution and final determination, Atty. Linsangan entered into a Contract for Professional Services with Juan wherein his attorney's fees shall be that equivalent to 50% of the value of the property, or a portion thereof, that may be recovered. It is likewise not denied by Atty. Linsangan that he apportioned upon himself, and to his wife and children, half of the property awarded to complainants as heirs of Juan, through a Supplemental Compromise Agreement. Similarly, such Supplemental Compromise Agreement was entered into by Atty. Linsangan and the heirs of Juan concurrently with the pendency of several cases before the CA and this Court⁴⁴ involving the very same property. What is more, Atty. Linsangan, probably anticipating that he may be charged of having undue interest over his client's property in litigation, caused another lawyer to appear but all the while making it absolutely clear to Juan that the latter's appearance was nevertheless under Atty. Linsangan's "direct control and supervision."

Plainly, these acts are in direct contravention of Article 1491(5)⁴⁵ of the Civil Code which forbids lawyers from acquiring, by purchase or

⁴¹*Mecaral v. Atty. Velasquez*, 636 Phil. 1, 6 (2010), p. 4, citing *Mendoza v. Atty. Diciembre*, 599 Phil. 182, 191 (2009); *Yap-Paras v. Atty. Paras*, 491 Phil. 382, 390 (2005).

⁴²*Atty. Alcantara, et al. v. Atty. De Vera*, 650 Phil. 214, 221 (2010), citing *Marcelo v. Atty. Javier, Sr.*, 288 Phil. 762, 776-777.

⁴³*Reyes v. Gaa*, 316 Phil. 97, 102 (1995).

⁴⁴Supra note 14.

assignment, the property that has been the subject of litigation in which they have taken part by virtue of their profession. While Canon 10 of the old Canons of Professional Ethics, which states that “[t]he lawyer should not purchase any interests in the subject matter of the litigation which he is conducting,” is no longer reproduced in the new Code of Professional Responsibility (CPR), such proscription still applies considering that Canon 1 of the CPR is clear in requiring that “*a lawyer shall uphold the Constitution, obey the laws of the land and promote respect for law and legal process*” and Rule 138, Sec. 3 which requires every lawyer to take an oath to “obey the laws as well as the legal orders of the duly constituted authorities therein.”⁴⁶ Here, the law transgressed by Atty. Linsangan is Article 1491(5) of the Civil Code, in violation of his lawyer's oath.

While jurisprudence provides an exception to the above proscription, *i.e.*, if the payment of contingent fee is not made during the pendency of the litigation involving the client's property but only after the judgment has been rendered in the case handled by the lawyer,⁴⁷ such is not applicable to the instant case. To reiterate, the transfer to Atty. Linsangan was made while the subject property was still under litigation, or at least concurrently with the pendency of the *certiorari* proceedings in the CA and the petitions for review in this Court.⁴⁸ As mentioned, there was nothing in the record which would show that these cases were likewise dismissed with finality either before the execution of, or by virtue of, the Compromise Agreement and the Supplemental Compromise Agreement between complainants and Atty. Linsangan.

What is more, Atty. Linsangan, at the guise of merely waiving portions of the subject property in favor of his wife and children, actually divided his attorney's fee with persons who are not licensed to practice law in contravention of Rule 9.02,⁴⁹ Canon 9⁵⁰ of the CPR.

⁴⁵Art. 1491. The following persons cannot acquire by purchase, even at a public or judicial auction, either in person or through the mediation of another:

x x x x

(5) Justices, judges, prosecuting attorneys, clerks of superior and inferior courts, and other officers and employees connected with the administration of justice, the property and rights in litigation or levied upon an execution before the court within whose jurisdiction or territory they exercise their respective functions; this prohibition includes the act of acquiring by assignment and shall apply to lawyers, with respect to the property and rights which may be the object of any litigation in which they may take part by virtue of their profession.

⁴⁶See *Angel L. Bautista v. Atty. Ramon A. Gonzales*, A.M. No. 1625, February 12, 1990, 182 SCRA 151, 160.

⁴⁷See *Biascan v. Atty. Lopez*, 456 Phil. 173, 180 (2003).

⁴⁸See *Valencia v. Atty. Cabanting*, 273 Phil. 534, 542-543 (1991), where the Court suspended respondent for six (6) months from the practice of law when he purchased his client's property which was still the subject of a pending *certiorari* proceeding.

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Another misconduct committed by Atty. Linsangan was his act of selling the entire 12,331 square meters property and making it appear that he was specifically authorized to do so by complainants as well as by the other persons⁵¹ to whom portions of the property had been previously adjudicated. However, a perusal of the supposed Special Power of Attorney attached to the Deed of Absolute Sale, save for that executed by his wife and children, only authorizes Atty. Linsangan to represent complainants in the litigation of cases involving Juan's properties. Nothing in said Special Power of Attorney authorizes Atty. Linsangan to sell the entire property including complainants' undivided share therein.

Atty. Linsangan's reasoning that he only took it upon himself to sell the property because complainants were unfamiliar with real estate transactions does not exculpate him from liability. If indeed that were the case, then it is incumbent upon Atty. Linsangan to make it clear to the complainants that he was acting in such capacity and not as their lawyer.⁵² But even this, Atty. Linsangan failed to do.

Worse, Atty. Linsangan does not deny having received the downpayment for the property from Helen. Atty. Linsangan does not also deny failing to give complainants' share for the reason that he applied said payment as his share in the property. In so doing, Atty. Linsangan determined all by himself that the downpayment accrues to him and immediately appropriated the same, without the knowledge and consent of the complainants. Such act constitutes a breach of his client's trust and a violation of Canon 16⁵³ of the CPR. Indeed, a lawyer is not entitled to unilaterally appropriate his client's money for himself by the mere fact that the client owes him attorneys fees.⁵⁴ The failure of an attorney to return the client's money upon demand gives rise to the presumption that he has

⁴⁹Rule 9.02 - A lawyer shall not divide or stipulate to divide a fee for legal services with persons not licensed to practice law, except:

(a) Where there is a pre-existing agreement with a partner or associate that, upon the latter's death, money shall be paid over a reasonable period of time to his estate or to persons specified in the agreement; or

(b) Where a lawyer undertakes to complete unfinished legal business of a deceased lawyer; or

(c) Where a lawyer or law firm includes non-lawyer employees in a retirement plan even if the plan is based in whole or in part, on a profit sharing agreement.

⁵⁰CANON 9 - A LAWYER SHALL NOT, DIRECTLY OR INDIRECTLY, ASSIST IN THE UNAUTHORIZED PRACTICE OF LAW.

⁵¹Namely, Felicidad Carlos, Pedro Balbanero, and Bernard Rillos.

⁵²Rule 15.08 of the CPR provides:

A lawyer who is engaged in another profession or occupation concurrently with the practice of law shall make it clear to his client whether he is acting as lawyer or in another capacity.

⁵³CANON 16 - A LAWYER SHALL HOLD IN TRUST ALL MONEYS AND PROPERTIES OF HIS CLIENT THAT MAY COME INTO HIS POSSESSION.

⁵⁴ *Cabigao and Yzquierdo v. Fernando Rodrigo*, 57 Phil. 20, 23 (1932).

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misappropriated it for his own use to the prejudice and violation of the general morality, as well as of professional ethics; it also impairs public confidence in the legal profession and deserves punishment. In short, a lawyer's unjustified withholding of money belonging to his client, as in this case, warrants the imposition of disciplinary action.⁵⁵

Pointedly, the relationship of attorney and client has consistently been treated as one of special trust and confidence. An attorney must therefore exercise utmost good faith and fairness in all his relationship with his client. Measured against this standard, respondent's act clearly fell short and had, in fact, placed his personal interest above that of his clients. Considering the foregoing violations of his lawyer's oath, Article 1491(5) of the Civil Code, Rule 9.02, Canon 9, and Canon 16 of the CPR, the Court deems it appropriate to impose upon respondent the penalty of six (6) months suspension from the practice of law.⁵⁶

WHEREFORE, We find Atty. Jaime S. Linsangan **LIABLE** for violations of his lawyer's oath, Article 1491(5) of the Civil Code, Rule 9.02, Canon 9, and Canon 16 of the Code of Professional Responsibility and he is hereby **SUSPENDED** from the practice of law for **SIX (6) months** effective from the date of his receipt of this Decision. Let copies of this Decision be circulated to all courts of the country for their information and guidance, and spread in the personal record of Atty. Linsangan.

SO ORDERED.

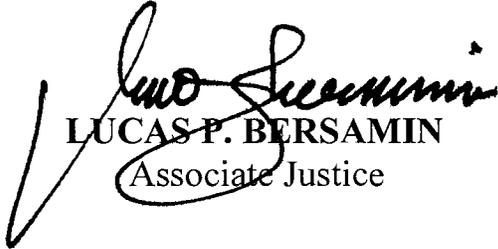

NOEL GIMENEZ TIJAM
Associate Justice

WE CONCUR:


PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

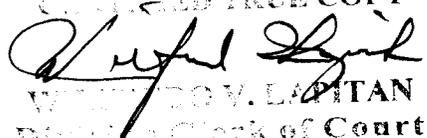
⁵⁵*Sencio v. Atty. Calvadores*, 443 Phil. 490, 494 (2003); *Reyes v. Maglaya*, 313 Phil. 1, 7 (1995).

⁵⁶*Supra* note 44.


LUCAS P. BERSAMIN
Associate Justice


FRANCIS H. JARDELEZA
Associate Justice


ANDRES B. REYES, JR.
Associate Justice

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