Republic of the Philippines
Supreme Court
Manila

EN BANC

NELITA S. SALAZAR,
Complainant,

- versus -

ATTY. FELINO R. QUIAMBAO,
Respondent.

A.C. No. 12401

Present:

BERSAMIN, *C.J.*,
CARPIO,
PERALTA,
DEL CASTILLO,
PERLAS-BERNABE,
LEONEN,
JARDELEZA,
CAGUIOA,
REYES, JR., A.B.,
GESMUNDO,
REYES, JR., J.C.,
HERNANDO,
CARANDANG, and
LAZARO-JAVIER, *JJ.*

Promulgated:
March 12, 2019

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DECISION

GESMUNDO, *J.*:

This is a Complaint-Affidavit[1] filed by Nelita S. Salazar *(complainant)* against Atty. Felino R. Quiambao[2] before the Integrated Bar of the Philippines *(IBP)* Commission on Bar Discipline *(Commission)* for violation of the Lawyer's Oath and his professional duty as a notary public.

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[1] *Rollo*, pp. 2-5.
[2] Also referred to as "Atty. Felino R. Quiambao III" which appears in Complaint-Affidavit, (id. at 2-5); Acknowledgment Receipt dated July 5, 2006 (id. at 6 and 80); Acknowledgment Receipt dated July 13, 2006 (id. at 7 and 81); Letter dated July 7, 2014 (id. at 8-9 and 75-76); Letter dated July 22, 2014 (id. at 19-20 and 77-78); and *Katibayan Upang Makadulog sa Hukuman*, (id. at 79-80).

According to complainant, sometime in 2005, she entered into contracts of sale involving two (2) parcels of land located at Sitio Ulong Tubig, Brgy. Mabuhay, Carmona, Cavite. The subject lands were covered by Transfer Certificate of Title *(TCT)* CLOA Title No. 436, previously owned by Lorenzo Diaz *(Diaz);* and TCT CLOA Title No. 444, previously owned by Domingo Urisantos, as represented by his attorney-in-fact, Danilo Urisantos *(Urisantos).*

The sale of the subject lands was witnessed and assisted by respondent, who represented himself as a notary public. The sale was executed in respondent's law office located at Brgy. 2, Poblacion, San Jose St., Carmona, Cavite. Complainant, Diaz and Urisantos agreed to engage the services of respondent to facilitate, notarize, process the sale and transfer of titles of the subject properties to complainant. Thus, they entrusted the owner's duplicate copies of the two (2) titles, tax declarations, deeds of absolute sale, and other relevant documents to respondent.

On July 6[3] and 13, 2006, complainant personally gave respondent the amount of ₱170,000.00 as payment for the processing, transfer of titles, and other related fees, including the professional fees of respondent. The payments were evidenced by Receipts[4] signed by respondent.

According to complainant, on the same day of July 6, 2006, Urisantos also gave respondent the amount of ₱271,748.35 for payment of the capital gains tax of the properties so that these can be transferred under complainant's name.

After eight (8) years, complainant had not received any document processed by respondent. From the time that the original documents and payments were tendered to respondent, the latter had not performed any legal service for complainant.

Complainant attempted to follow-up the transfer of her lands but respondent was always out of reach. She went to respondent's office several times but all efforts were futile. On July 7, 2014, complainant sent a Demand Letter[5] to respondent reminding him of his legal undertaking but it was unheeded.

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[3] However, in *rollo,* p. 6, it stated that the date of the first payment is July 5, 2006.
[4] Id. at 6-7.
[5] Id. at 8-9.

Desperate and disappointed with respondent, complainant went to the Registry of Deeds of Cavite to determine whether the titles of the subject properties were already transferred to her name. To her dismay, complainant discovered that the subject properties were still registered with the previous owners.[6]

On July 22, 2014, complainant sent respondent a Final Demand Letter[7] to surrender all the documents and to return the payments made. However, in spite of several opportunities given to respondent, he still failed to comply. On September 1, 2014, complainant also sought assistance from the IBP of Imus, Cavite over the conduct of respondent.

Hence, this instant complaint for disbarment alleging that respondent committed malicious breach of his professional duty to notarize the two contracts of sale within a reasonable period of time; and inexcusable negligence to register the sales over a period of eight (8) years without any justifiable reason.

In spite of the due notice given by the IBP Commission, however, respondent neither filed his answer nor his position paper. He also did not attend the mandatory conference before the IBP Commission. Only complainant attended the said conference and filed her position paper alleging that respondent violated the Lawyer's Oath, and Canons 16, 17, and 18 of the Code of Professional Responsibility *(Code)*.

Report and Recommendation

In its Report and Recommendation[8] dated March 24, 2017, the IBP Commission found that respondent indeed received several payments from complainant for the transfer of the subject properties but the former failed to comply with his terms of legal services engagement, violating his sworn duties as a lawyer. It also found that complainant sent respondent several demand letters but these were unheeded; complainant even sought assistance from the IBP of Imus, Cavite and the Punong Barangay of Carmona, Cavite to reach out to respondent, but to no avail. The IBP Commission found that these acts violated Canons 16, 17, and 18 of the Code and recommended that respondent be suspended from the practice of law for three (3) years.

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[6] Id. at 11-18.
[7] Id. at 19-20.
[8] Id. at 87-92.

In its Resolution[9] dated May 3, 2018, the IBP Board of Governors *(Board)* adopted with modification the penalty recommended against respondent of suspension from the practice of law for a period of (3) years; to return the amount of ₱170,000.00 to complainant; and to pay a fine of ₱10,000.00 for disobeying the order of the IBP Commission.

The Court's Ruling

The Court adopts the findings of the IBP Commission and the recommendations of the IBP Board.

Adherence to rigid standards of mental fitness, maintenance of the highest degree of morality, faithful compliance with the rules of the legal profession, and regular payment of membership fees to the IBP are the conditions required for remaining a member of good standing of the bar and for enjoying the privilege to practice law. Beyond question, any breach by a lawyer of any of these conditions makes him unworthy of the trust and confidence which the courts and clients must repose in him, and renders him unfit to continue in the exercise of his professional privilege. Both disbarment and suspension demonstrably operationalize this intent to protect the courts and the public from members of the bar who have become unfit and unworthy to be part of the esteemed and noble profession.[10]

Recent jurisprudence states that the proper evidentiary threshold in disciplinary or disbarment cases is substantial evidence.[11] It is defined as "that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion."[12] In *Billanes v. Latido*,[13] the Court explained:

> [T]he evidentiary threshold of substantial evidence — as opposed to preponderance of evidence — is more in keeping with the primordial purpose of and essential considerations attending [to these types] of cases. As case law elucidates, "[d]isciplinary proceedings against lawyers *are sui generis*. Neither purely civil nor purely criminal, they do not involve a trial of an action or a suit, but is rather an investigation by the Court into the conduct of one of its officers. Not being intended to inflict punishment, it is in no sense a criminal prosecution. Accordingly, there is neither a plaintiff nor a prosecutor therein. It may be initiated by the Court *motu*

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[9] Id. at 85-86.
[10] *Goopio v. Atty. Maglalang*, A.C. No. 10555, July 31, 2018.
[11] *Canillo v. Atty. Angeles*, A.C. Nos. 9899, 9900, 9903-9905, 9901 & 9902, September 4, 2018; *Billanes v. Atty. Latido*, A.C. No. 12066, August 28, 2018; *Dimayuga v. Atty. Rubia*, A.C. No. 8854, July 3, 2018. *Zarcilla, et al. v. Atty. Quesada, Jr.*, A.C. No. 7186, March 13, 2018.
[12] *Peña v. Atty. Paterno*, 710 Phil. 582, 593 (2013).
[13] Supra note 11.

> *proprio*. Public interest is its primary objective, and the real question for determination is whether or not the attorney is still a fit person to be allowed the privileges as such. Hence, in the exercise of its disciplinary powers, the Court merely calls upon a member of the Bar to account for his actuations as an officer of the Court with the end in view of preserving the purity of the legal profession and the proper and honest administration of justice by purging the profession of members who by their misconduct have proved themselves no longer worthy to be entrusted with the duties and responsibilities pertaining to the office of an attorney. In such posture, there can thus be no occasion to speak of a complainant or a prosecutor."[14]

The Lawyer's Oath requires every lawyer to "delay no man for money or malice" and to act "according to the best of [his or her] knowledge and discretion, with all good fidelity as well to the courts as to [his or her] clients."[15] A lawyer is duty-bound to serve his client with competence, and to attend to his client's cause with diligence, care and devotion. This is because a lawyer owes fidelity to his client's cause and must always be mindful of the trust and confidence reposed on him.[16]

Canon 16, Rules 16.01, 16.02, and 16.03 of the Code require that a lawyer must duly account all the moneys and properties of his client, to wit:

> CANON 16 - A lawyer shall hold in trust all moneys and properties of his client that may come into his profession.
>
> Rule 16.01 - A lawyer shall account for all money or property collected or received for or from the client.
>
> Rule 16.02 - A lawyer shall keep the funds of each client separate and apart from his own and those of others kept by him.
>
> Rule 16.03 - A lawyer shall deliver the funds and property of his client when due or upon demand. However, he shall have a lien over the funds and may apply so much thereof as may be necessary to satisfy his lawful fees and disbursements, giving notice promptly thereafter to his client. He shall also have a lien to the same extent on all judgments and executions he has secured for his client as provided for in the Rules of Court.

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[14] Id., citing *Reyes v. Atty. Nieva*, 794 Phil. 360, 379-380 (2016).
[15] See Lawyer's Oath.
[16] See *Vda. de Dominguez v. Atty. Agleron, Sr.*, 728 Phil. 541, 544 (2014).

On the other hand, Canons 17, 18 and Rule 18.03 of the Code require that a lawyer exercise fidelity, competence and diligence when dealing with his or her client, *viz.:*

> 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.
>
> CANON 18 - A lawyer shall serve his client with competence and diligence.
>
> Rule 18.03 - A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

Respondent violated the Lawyer's Oath and the Code

In this case, respondent received the total amount of ₱170,000.00 from complainant for the processing, transfer of titles, and other related fees, including his professional fees, for the subject properties. Evidently, complainant gave respondent such amount to facilitate the transfer of titles of the subject properties under her name. Complainant, Diaz and Urisantos even gave respondent the owner's duplicate copies of the TCT of the two (2) subject properties, tax declarations, and duly signed deeds of absolute sale for the transfer of the said properties.

Since payments were tendered by complainant on July 6 and 13, 2006, until filing her instant complaint, or after a period of eight (8) years, respondent was remiss in his obligation of transferring the titles of the subject properties to complainant. It was not even confirmed whether respondent actually notarized the deeds of absolute sale for the subject properties. Complainant went to respondent's office several times to follow-up the transfer of the titles but the latter was always unavailable.

Due to respondent's inaction, on July 2, 2014, complainant went to the Registry of Deeds of Cavite to verify the status of the lands only to discover that the subject properties remained under the name of the previous owners. Demand letters dated July 7, 2014 and July 22, 2014, respectively, were sent to respondent requiring the return of the original documents, as well as the amount of ₱170,000.00, but these were unheeded. Complainant even sought the assistance of the IBP of Imus, Cavite, where respondent is a

member, and the Office of the Punong Barangay of the Municipality of Carmona, Cavite, but to no avail.

Respondent was given an opportunity to controvert the allegations against him. However, he neither filed his answer nor attended the mandatory conference of the IBP Commission. Verily, respondent's acts and omissions violated the Lawyer's Oath because he delayed the cause of his client for a period of eight (8) years without any justifiable reason.

He also violated Canon 16, Rules 16.01, 16.02, and 16.03 of the Code because he received a substantial amount of money from his client, in the total sum of ₱170,000.00, to facilitate the transfer of the subject properties. However, he failed to comply with his obligation. Further, he could not explain where the money went. Manifestly, respondent utterly failed to account and safe-keep the hard-earned money of his client.

Respondent's acts and omissions further violated Canons 17 and 18, and Rule 18.03 of the Code because he failed to observe his duty to his client. Complainant, Diaz, and Urisantos engaged the services of respondent to facilitate, notarize, and process the sale and transfer of the titles of the subject properties to complainant. They even entrusted the important relevant documents to respondent. However, after a long period of time, respondent failed to comply with his duty because the titles were still under the name of the previous owners. When complainant sought the return of the important documents and the payments tendered, respondent simply ignored her pleas. These acts and omissions show respondent's wanton disregard and indifference to his client's cause.

Proper penalty

The Court finds that complainant established with substantial evidence that respondent: (1) was engaged by complainant, Diaz, and Urisantos to facilitate the transfer of the titles of the subject properties to complainant, which obligation, after eight years, respondent still failed to comply with; (2) respondent received the amount of ₱170,000.00 from complainant for the processing, transfer of title, and other related fees, including his professional fees, but he reneged on his obligation and failed to return the same to complainant; and (3) he received the owner's duplicate copy of the two titles, tax declarations, deeds of absolute sale, and other relevant documents from complainant but failed to process the title or return such documents to his client. As discussed above, these acts and omissions

violate the Lawyer's Oath, Canons 16, 17, 18, and Rules 16.01, 16.02, 16.03, and 18.03 of the Code.

In *United Coconut Planters Bank v. Atty. Noel,*[17] the lawyer therein violated Canons 17, 18, and Rule 18.03 of the Code because he failed to file several pleadings and a motion for his client, resulting to an adverse judgment for his client. By committing inexcusable negligence, the Court suspended him for three (3) years from the practice of law.

In *Ramiscal, et al. v. Atty. Orro,*[18] the lawyer violated Canons 17, 18, and Rules 18.03, and 18.04 of the Code because he received ₱7,000.00 from his clients to file a motion for reconsideration but he did not file said motion. He also failed to regularly update his clients on the status of the case, particularly on the adverse result, thereby leaving them in the dark on the proceedings that were gradually turning against their interest. The Court suspended the lawyer therein for two (2) years from the practice of law.

Similarly, in *Pitcher v. Atty. Gagate,*[19] the lawyer violated Canons 17, 18, 19, and Rules 18.03, and 19.01 of the Code because he abandoned his clients during the pendency of the grave coercion case against them even though he received ₱150,000.00 as his acceptance fee. For committing gross negligence, the Court suspended the lawyer therein for a period of three (3) years from the practice of law.

Verily, for failing to comply with his obligations and his failure to return the money and important documents of his client, respondent is meted the penalty of suspension of three (3) years from the practice of law with a stern warning that repetition of a similar violation will be dealt with even more severely.

Further, respondent is ordered to return the amount of ₱170,000.00 to complainant, which he received in his professional capacity for transfer of the titles, as well as the relevant documents given to him by his client. Disciplinary proceedings revolve around the determination of the respondent-lawyer's administrative liability, which must include those intrinsically linked to his professional engagement.[20] Respondent must return the aforesaid amount to complainant with interest at the legal rate of

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[17] A.C. No. 3951, June 19, 2018.
[18] 781 Phil. 318 (2016).
[19] 719 Phil. 82 (2013).
[20] *Sison, Jr. v. Atty. Camacho*, 777 Phil. 1, 15 (2016).

twelve percent (12%) *per annum* from their respective date of receipt until June 30, 2013, and six percent (6%) *per annum* from July 1, 2013 until full payment.[21]

Disobedience to the IBP

Finally, the Court finds that respondent disobeyed the orders of the IBP Commission. Even though he was duly notified, respondent failed to answer the complaint filed against him with the IBP Commission. He also did not attend the mandatory conference held on June 29, 2015 despite due notice. Respondent was even given a period of fifteen (15) days to file his position paper but he did not comply. Respondent's failure to follow the orders of the IBP without justifiable reason manifests his disrespect of judicial authorities.[22]

It must be underscored that respondent owed it to himself and to the entire Legal Profession of the Philippines to exhibit due respect towards the IBP as the national organization of all the members of the Legal Profession. His unexplained disregard of the orders issued to him by the IBP to answer comment and to appear in the administrative investigation of his misconduct revealed his irresponsibility as well as his disrespect for the IBP and its proceedings. He thereby exposed a character flaw that should not tarnish the nobility of the Legal Profession. He should always bear in mind that his being a lawyer demanded that he conduct himself as a person of the highest moral and professional integrity and probity in his dealings with others. He should never forget that his duty to serve his clients with unwavering loyalty and diligence carried with it the corresponding responsibilities towards the Court, to the Bar, and to the public in general.[23]

For his disobedience of the orders of the IBP Commission, respondent must pay a fine of ₱10,000.00.

WHEREFORE, Atty. Felino R. Quiambao is **GUILTY** of violating Canons 16, 17, 18, and Rules 16.01, 16.02, 16.03, and 18.03 of the Code of Professional Responsibility and the Lawyer's Oath. He is hereby **SUSPENDED** from the practice of law for three (3) years with a **STERN**

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[21] See *Chua v. Atty. Jimenez*, 801 Phil. 1, 12 (2016).
[22] *Ojales v. Atty. Villahermosa III,* A.C. No. 10243, October 2, 2017, 841 SCRA 292, 299.
[23] *Ramiscal, et al. v. Atty. Orro*, supra note 18, at 324.

WARNING that the repetition of a similar violation will be dealt with even more severely. He is **DIRECTED** to report the date of his receipt of this Decision to enable this Court to determine when his suspension shall take effect.

Further, Atty. Felino R. Quiambao is hereby **ORDERED** to return to complainant Nelita S. Salazar the amount of ₱170,000.00, with interest of twelve percent (12%) *per annum* reckoned from the respective date of receipt until June 30, 2013, and six percent (6%) *per annum* from July 1, 2013 until full payment, intended as payment for the processing, transfer of title, and other related fees, including his professional fees, as well as all relevant legal documents of the subject properties, within ninety (90) days from the finality of this Decision.

Atty. Felino R. Quiambao is also hereby meted a **FINE** in the amount of ₱10,000.00 for disobedience to the orders of the Integrated Bar of the Philippines – Commission on Bar Discipline. Failure to comply with the foregoing directives will warrant the imposition of a more severe penalty.

Let a copy of this Decision be furnished to the Office of the Bar Confidant to be entered into Atty. Felino R. Quiambao's records. Copies shall likewise be furnished to the Integrated Bar of the Philippines and the Office of the Court Administrator for circulation to all courts concerned.

SO ORDERED.

ALEXANDER G. GESMUNDO
Associate Justice

WE CONCUR:

LUCAS P. BERSAMIN
Chief Justice

ANTONIO T. CARPIO
Associate Justice

DIOSDADO M. PERALTA
Associate Justice

MARIANO C. DEL CASTILLO
Associate Justice

ESTELA M. PERLAS-BERNABE
Associate Justice

MARVIC M.V.F. LEONEN
Associate Justice

FRANCIS H. JARDELEZA
Associate Justice

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

ANDRES B. REYES, JR.
Associate Justice

JOSE C. REYES, JR.
Associate Justice

RAMON PAUL L. HERNANDO
Associate Justice

ROSMARI D. CARANDANG
Associate Justice

AMY C. LAZARO-JAVIER
Associate Justice

CERTIFIED TRUE COPY

EDGAR O. ARICHETA
Clerk of Court En Banc
Supreme Court