

Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

EUSEBIO D. SISON,
Petitioner,

A.C. No. 11959

Present:

-versus-

LEONEN, J., *Chairperson*,
HERNANDO,
INTING,
DELOS SANTOS, and
LOPEZ, J., *JJ.*

ATTY. LOURDES PHILINA B.
DUMLAO,
Respondent.

Promulgated:
April 28, 2021

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RESOLUTION

LEONEN, J.:

A lawyer-client relationship is established when lawyers consistently manifest to a person consulting them that they would provide legal representation or assistance, regardless of the close ties between the parties, or the lack of a written contract, or the non-payment of legal fees. Lawyers who later on decide not to represent their client have the duty to inform their client. Failure to do so will be cause for administrative sanction.

For this Court's resolution is a disbarment complaint against Atty. Lourdes Philina B. Dumlao (Atty. Dumlao) alleging that she committed misconduct when she did not attend to her client with required competence and diligence.¹

¹ *Rollo*, p. 96.

Sometime in July 2013, Dr. Eusebio D. Sison (Dr. Sison) consulted Atty. Dumlao, his friend, for the purpose of filing an annulment case against his wife, Dr. Cynthia V. Cervantes-Sison (Dr. Cervantes-Sison). He deposited ₱35,000.00 in Atty. Dumlao's bank account for the psychiatric evaluation fee.²

Dr. Sison alleged that after nine months, Atty. Dumlao failed to give any updates on the filing of the case. Since Dr. Sison already lost interest in filing the case, he instead wrote a demand letter to Atty. Dumlao for the return of the deposited ₱35,000.00.³ When Atty. Dumlao refused, Dr. Sison then filed a verified Complaint⁴ charging Atty. Dumlao with violation of Canons 7,⁵ 17,⁶ and 18⁷ of the Code of Professional Responsibility, and the Lawyer's Oath.

In her Answer,⁸ Atty. Dumlao alleged that she had referred Dr. Sison to Mr. Nhorly Domenden (Mr. Domenden), a psychologist to whom the ₱35,000.00 was paid on July 29, 2013. Dr. Sison was able to meet and consult with him, and a Psychological Evaluation Report⁹ was later emailed to him on November 2013.¹⁰

Atty. Dumlao alleged that Dr. Cervantes-Sison was her fifth-degree relative by consanguinity and that Dr. Cervantes-Sison's mother, Celedonia V. Cervantes, approached her and asked her not to handle the case because it would offend the family. This prompted her to decline Dr. Sison's case due to conflict of interest.¹¹

In a February 16, 2015 Report and Recommendation,¹² Investigating Commissioner Jose Villanueva Cabrera recommended the dismissal of the Complaint since there was no contract to engage in legal services between them¹³ and that conflict of interest was a valid ground to decline an engagement.¹⁴ He likewise found that Atty. Dumlao did not profit from Dr. Sison, considering that the amount he paid was indeed used for the

² Id.

³ Id. at 96-97.

⁴ Id. at 2-4.

⁵ Code of Professional Responsibility (1988), Chapter II, Canon 7 states:

Canon 7 — A lawyer shall at all times uphold the integrity and dignity of the legal profession, and support the activities of the integrated bar.

⁶ Code of Professional Responsibility (1988), Chapter IV, Canon 17 states:

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.

⁷ Code of Professional Responsibility (1988), Chapter IV, Canon 18 states:

Canon 18 — A lawyer shall serve his client with competence and diligence.

⁸ *Rollo*, pp. 31-34.

⁹ Id. at 37-44.

¹⁰ Id. at 97.

¹¹ Id.

¹² Id. at 95-103.

¹³ Id. at 99-100.

¹⁴ Id. at 100-101.

preparation of a psychological evaluation.¹⁵

On June 5, 2015, the Integrated Bar of the Philippines Board of Governors passed Resolution No. XXI-2015-388,¹⁶ resolving to adopt the findings of fact and recommendation of the Investigating Commissioner dismissing the Complaint.

On April 19, 2017, the Integrated Bar of the Philippines Board of Governors passed Resolution No. XXII-2017-943,¹⁷ resolving to deny Dr. Sison's motion for reconsideration.

Dr. Sison filed a Petition for Review on Certiorari¹⁸ before this Court, assailing Resolution Nos. XXI-2015-388 and XXII-2017-943 and insisting that there was a lawyer-client relationship between him and respondent, since respondent accepted the payment of the psychological evaluation fee along with the documents required for the filing of his case.¹⁹ Further, petitioner argues that not only did respondent fail to inform him of the status of his case, but she also prejudiced him for abandoning his cause without prior notice when she withdrew her engagement, which is a violation of the Code of Professional Responsibility.²⁰

In her Comment,²¹ respondent argues that no misconduct was committed since there was evidence that the full amount of ₱35,000.00 was paid to the psychologist, who was able to meet with complainant and submit a psychological report.²² She also asserts that the Code of Professional Responsibility allows lawyers to refuse representation, especially when there is a conflict of interest.²³

The only issue in this case is whether or not respondent violated the Code of Professional Ethics when she failed to inform complainant of the status of his case and refused to represent him due to conflict of interest.

It is settled that “[n]o lawyer is obliged to act either as adviser or advocate for every person who may wish to become his [or her] client[.]”²⁴

¹⁵ Id. at 101–102.

¹⁶ Id. at 95.

¹⁷ Id. at 237.

¹⁸ Id. 215–227.

¹⁹ Id. at 220–221.

²⁰ Id. at 221–222.

²¹ Id. at 311–323.

²² Id. at 317–318.

²³ Id. at 320–321. Respondent misquoted Rule 14.03 of the Code of Professional Responsibility, which provides for the guidelines in refusal to represent an *indigent* client. Respondent should have quoted Canon 31 of the Canons of Professional Ethics, which provides that “[n]o lawyer is obliged to act either as adviser or advocate for every person who may wish to become his [or her] client. He has the right to decline employment.”

²⁴ Canons of Professional Ethics, Canon 31. *See also Santiago v. Fojas*, A.C. 318 Phil. 79 (1995) [Per J. Davide, Jr., First Division].

subject to the exceptions²⁵ provided for in Canon 14 of the Code of Professional Responsibility.

The Investigating Commissioner found that: (1) no lawyer-client relationship had been established between the parties, since no written agreement was executed between complainant and respondent; (2) other than the psychological evaluation fee, complainant did not pay an acceptance fee or any other amount to respondent; and (3) complainant did not give any documents pertaining to the prospective annulment case to respondent.²⁶

However, the text messages exchanged between the parties present a different picture. According to the date stamps, respondent messaged complainant on August 29, 2013 “*Good am pinsan. [Next] week file natin ung Complaint. Kailangan ko pala ung copy nung annulment na file ni ching. [Thanks]. [ASAP] pinsan[.]*”²⁷ Another set of messages from the parties read:

Respondent: “*P[i]nsan pw[e]de m[o] b[a] iwan sa [office] ung [documents]. Tapos k[i]ta tayo sa [Thursday]. Para ma finalize n[a] ung complaint. [Thanks] p[i]nsan*” (Sent on September 24, 2013)

Complainant: “*ok sige pi[n]san. Paki t[e]xt mo secretary mo doon.*” (Sent on September 24, 2013)

“*pinsan mamaya k[i]ta t[a]yo [L]ingayen p[a]ra maibigay ko yon papers na kailangan mo. hindi ako nakapunta kahapon. [Thanks.]*” (Sent on September 25, 2013)

Respondent: “*P[i]nsan paki iwan n[a] lang ung [documents] s[a] [office] kailangan [kasi yun] para ma finalize ung complaint. [Thanks.]*” (Sent on September 26, 2013)

Complainant: “*pinsan iniwan ko na sa office mo yon mga [documents].*” (Sent on September 26, 2013)

Respondent: “*[Thanks] p[i]nsan. K[i]ta tayo [Saturday] lunch?*” (Sent on September 26, 2013)

Complainant: “*ok pinsan...[Text] me kung saan t[a]yo [mag kikita] sa [Saturday] lunch.*” (Sent on September 26, 2013)

²⁵ Rule 14.01 — A lawyer shall not decline to represent a person solely on account of the latter’s race, sex, creed or status of life, or because of his own opinion regarding the guilt of said person.

Rule 14.02 — A lawyer shall not decline, except for serious and sufficient cause, an appointment as counsel de officio or as amicus curiae, or a request from the Integrated Bar of the Philippines or any of its chapters for rendition of free legal aid.

Rule 14.03 — A lawyer may not refuse to accept representation of an indigent client unless:

(a) he is not in a position to carry out the work effectively or competently;

(b) he labors under a conflict of interest between him and the prospective client or between a present client and the prospective client.

²⁶ *Rollo*, pp. 99–100.

²⁷ *Id.* at 8.

Complainant: “*pinsan kinausap ako dito sa amin about sa annulment, [kasi] until now w[a]la pa nangyayari. Akala n[i]la di ko binayad. [H]indi ko na alam sasabihin ko sa k[a]nila. [N]agdesisyon s[i]la pinsan na kukunin na yon 35K [kasi] gagamitin n[i]la sa maintenance ni erpat ipagpapaliban muna daw yon annulment. [N]apagalitan ako, akala n[i]la ginastos ko sa ibang bagay. [N]o hard feelings pinsan.*” (Sent on October 5, 2013)

....

Respondent: “[*Makikita*] naman n[i]la ung complaint pinsan eh[.] [U]ng 35K b[i]nayad sa psychologist[.] [T]ry ko pa refund[.] [D]umating ako kanina[.] 6pm ang [*nakalagay*] sa [schedule] ko.” (Sent on October 5, 2013)

Complainant: “*pinsan [kasi] until now w[a]la pa nauumpisahan. Hindi ko na alam [kasi] [sasabihin] ko sa [kanila].*” (Sent on October 5, 2013)

....

Respondent: “*Pwede ko [sila] kausapin para i explain[.]*” (Sent on October 6, 2013)

Complainant: “*ako n[a]lang pinsan. I trust you. kailan n[a]tin file, this [Friday] [kasi] pinsan punta na ako [M]anila[.]*” (Sent on October 6, 2013)

Respondent: “[*This week.*] Pinsan[.]” (Sent on October 6, 2013)

....

Complainant: “[*P*]insan kumusta[?] Pupunta na ako [M]anila [this] coming Saturday for my review. [*K*]ailan n[a]tin file yon complaint[?] Na dismiss na yon support kaka receive ko lang results.” (Sent on October 8, 2013)

Respondent : “*Sa [Thursday]. Natin (sic) file [pinsan]. [Thanks.]*” (Sent on October 8, 2013)

....

Complainant : “*pinsan kumusta na[?]*” (Sent on February 26, 2014)

Respondent : “*Doc congrats[.] [M]atutukan n[a] natin annulment mo :)*” (Sent on February 26, 2014)²⁸

Their conversations did not appear like casual exchanges between friends about a theoretical legal issue. On the contrary, the series of exchanges between the parties show that respondent voluntarily acquiesced to representing complainant in his prospective annulment case, or at the very least, render her legal assistance in his suit. She asked complainant to submit to his documents related to the case and repeatedly assured him that she would be filing the annulment complaint even after complainant expressed hesitation due to the lack of action on respondent’s part.

²⁸ Id. at 9–15.

A lawyer-client relationship is established when a lawyer voluntarily entertains a consultation, regardless of the close relationship between the parties or the absence of a written contract or non-payment of legal fees.²⁹ Once a lawyer agrees to take up the client's cause, the lawyer must serve the client with diligence and competence. A lawyer who is negligent in attending to a client's cause may be grounds for administrative sanction.³⁰

In *Burbe v. Magulta*:³¹

A lawyer-client relationship was established from the very first moment complainant asked respondent for legal advice regarding the former's business. To constitute professional employment, it is not essential that the client employed the attorney professionally on any previous occasion. It is not necessary that any retainer be paid, promised, or charged; neither is it material that the attorney consulted did not afterward handle the case for which his service had been sought.

If a person, in respect to business affairs or troubles of any kind, consults a lawyer with a view to obtaining professional advice or assistance, and the attorney voluntarily permits or acquiesces with the consultation, then the professional employment is established.

Likewise, a lawyer-client relationship exists notwithstanding the close personal relationship between the lawyer and the complainant or the nonpayment of the former's fees. Hence, despite the fact that complainant was kumpadre of a law partner of respondent, and that respondent dispensed legal advice to complainant as a personal favor to the kumpadre, the lawyer was duty-bound to file the complaint he had agreed to prepare – and had actually prepared – at the soonest possible time, in order to protect the client's interest. Rule 18.03 of the Code of Professional Responsibility provides that lawyers should not neglect legal matters entrusted to them.

This Court has likewise constantly held that once lawyers agree to take up the cause of a client, they owe fidelity to such cause and must always be mindful of the trust and confidence reposed in them. They owe entire devotion to the interest of the client, warm zeal in the maintenance and the defense of the client's rights, and the exertion of their utmost learning and abilities to the end that nothing be taken or withheld from the client, save by the rules of law legally applied.³²

While respondent may later refuse to represent complainant, as in this case when she was requested by complainant's mother-in-law to refrain from interfering in complainant's domestic issues, it was still incumbent upon respondent to inform complainant that she would no longer be able to

²⁹ See *Hadluja v. Madianda*, 553 Phil. 221 (2007) [Per J. Garcia, First Division].

³⁰ See *Burbe v. Magulta*, 432 Phil. 840 (2002) [Per J. Panganiban, Third Division].

³¹ 432 Phil. 840 (2002) [Per J. Panganiban, Third Division].

³² Id. at 849 citing *Hilado v. David*, 84 Phil. 569 (1949) [Per J. Tuason, En Banc]; *Junio v. Grupo*, 423 Phil. 808 (2001) [Per J. Mendoza, Second Division]; *Aromin v. Boncavil*, 373 Phil. 612 (1999) [Per J. Mendoza, En Banc]; and *Tan v. Lapak*, 402 Phil. 920 (2001) [Per J. Mendoza, Second Division].

represent him. Rule 18.03 and Rule 18.04 of the Code of Professional Responsibility provides:

Rule 18.03 – A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

Rule 18.04 – A lawyer shall keep the client informed of the status of his case and shall respond within a reasonable time to the client's request for information.

When complainant asked respondent for an update on his case on February 26, 2014,³³ respondent did not inform him that she would no longer be connected with the case due to conflict of interest, even though she was approached by complainant's mother-in-law sometime before November 2013.³⁴ It was only when she filed her Answer³⁵ before the Integrated Bar of the Philippines that complainant learned of the reason why respondent would not be representing him.

This Court has stated that “[t]he fact that one is, at the end of the day, not inclined to handle the client's case is hardly of consequence.”³⁶ Respondent's duty as a lawyer compels her to act not only with diligence, but with candor as well. She should have been upfront with complainant once she decided that she would no longer interfere in complainant's troubles. In *Gone v. Ga*:³⁷

Respondent's sentiments against complainant *Gone* is not a valid reason for him to renege on his obligation as a lawyer. The moment he agreed to handle the case, he was bound to give it his utmost attention, skill and competence. Public interest requires that he exerts his best efforts and all his learning and ability in defense of his client's cause. Those who perform that duty with diligence and candor not only safeguard the interests of the client, but also serve the ends of justice. They do honor to the bar and help maintain the community's respect for the legal profession.³⁸

The Investigating Commissioner was correct in finding that respondent did not profit from complainant, since Mr. Domenden confirmed his receipt of ₱35,000.00 for the psychological evaluation fee.³⁹ This circumstance, however, will not excuse respondent from administrative liability for violating Canon 18, Rules 18.03 and 18.04 of the Code of Professional Responsibility, as well as her oath to render “all good fidelity”⁴⁰

³³ *Rollo*, p. 10.

³⁴ *Id.* at 32.

³⁵ *Id.* at 31–34.

³⁶ *Hadlujá v. Madianda*, 553 Phil. 221, 227 (2007) [Per J. Garcia, First Division].

³⁷ 662 Phil. 611 (2011) [Per J. Perez, First Division].

³⁸ *Id.* at 616.

³⁹ *Rollo*, pp. 101–102.

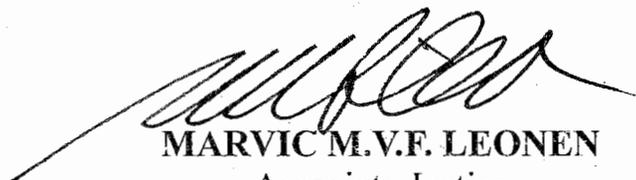
⁴⁰ *See* the Lawyer's Oath.

to her client. As in a similar case,⁴¹ she must be made liable for her inexcusable negligence.

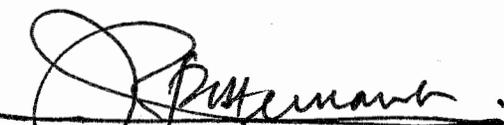
WHEREFORE, respondent Atty. Lourdes Philina B. Dumlao is hereby **REPRIMANDED** with a **STERN WARNING** that a repetition of the same or similar acts shall be dealt with more severely.

Let a copy of this Resolution be entered in Atty. Dumlao's record with the Office of the Bar Confidant, and notice of the same be served on the Integrated Bar of the Philippines and on the Office of the Court Administrator for circulation to all courts in the country.

SO ORDERED.


MARVIC M.V.F. LEONEN
Associate Justice

WE CONCUR:


RAMON PAUL L. HERNANDO
Associate Justice


HENRI JEAN PAUL B. INTING
Associate Justice


EDGARDO L. DELOS SANTOS
Associate Justice


JHOSEP V. LOPEZ
Associate Justice

⁴¹ See *Santiago v. Fojas*, 318 Phil. 79 (1995) [Per J. Davide, Jr., First Division]. While *Burbe v. Magulta*, 432 Phil. 840 (2002) [Per J. Panganiban, Third Division] dealt with a violation of Canon 18, Rule 18.03 of the Code of Professional Responsibility, a heavier penalty was imposed due to respondent's misappropriation of the legal fees.