

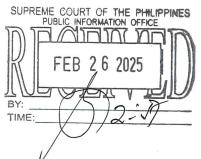
REPUBLIC OF THE PHILIPPINES SUPREME COURT

Manila

EN BANC

MAMERTA C. LIZADA, ET AL., Complainants,

- versus-



A.C. No. 14203

ATTY. DEMOSTHENES S. TECSON,
Respondent.

NOTICE OF JUDGMENT

Sirs/Mesdames:

Please take notice that on <u>February 18, 2025</u> a Decision, copy attached herewith, was rendered by the Supreme Court in the above-entitled case, the original of which was received by this Office on February 26, 2025 at 11:35 a.m.

Very truly yours,

MARIFE M. LOMIBAO CUEVAS
Clerk of Court

MAMERTA C. LIZADA (reg) BENITO CUIZON ABELARDO CUIZON and ENRIQUE CUIZON Complainants All of Brgy. Ibo, Gate 4 6016 Lapulapu City

PUBLIC INFORMATION OFFICE (x)
OFFICE OF THE CHIEF ATTORNEY (x)
LIBRARY (x)
Supreme Court, Manila

HON. JOSE C. MENDOZA (x)
HON. NESAURO H. FIRME (x)
HON. ERLINDA PIŇERA UY (x)
HON. JOSE VICENCIO MEJIA (x)
Members
Judicial and Bar Council
Supreme Court, Manila

ATTY. DEMOSTHENES S. TECSON (reg)
Respondent

Respondent Guiwanon, Argao 6021 Cebu City

ATTY. ZOSIMO B. ARGAWANON (reg)

Counsel for Respondent Rm. 204, 2/F, Goodwill Bldg. Jones Avenue, Sambag I 6000 Cebu City

HON. ROSMARI D. CARANDANG (x) Chancellor

Philippine Judicial Academy Supreme Court

ATTY. LEAH EASTER P. LAJA-OTTO (x)
Executive Officer
SECRETARIAT (x)
Judicial and Bar Council
Supreme Court, Manila

-over-



*ATTY. AMOR P. ENTILA (x)
Officer-In-Charge
Office of the Bar Confidant
Supreme Court, Manila

**INTEGRATED BAR OF THE PHILIPPINES (x) 15 Doña Julia Vargas Avenue Ortigas Office Complex, Pasig City

***CIVIL SERVICE COMMISSION (x) Constitutional Hills, Batasang Pambansa Complex, Diliman, Quezon City

***COMMISSION ON AUDIT (x) Commonwealth Avenue, Diliman Quezon City

***COMMISSION ON ELECTIONS (x)
Palacio del Gobernador
Intramuros, Manila

***THE HON. SECRETARY (x)
Department of Justice
Padre Faura St., Ermita, Manila

***DEPARTMENT OF LABOR AND EMPLOYMENT (x)
DOLE Building, Intramuros, Manila

***NATIONAL BUREAU OF INVESTIGATION (x) Araneta Avenue, Quezon City

***BUREAU OF CORRECTIONS (x)
Muntinlupa City

***BUREAU OF INTERNAL REVENUE (x)
BIR Main Office, Agham Road
Diliman, Quezon City

***PUBLIC ATTORNEY'S OFFICE (x) DOJ Agencies Building NIA Road corner East Avenue Diliman, Quezon City

***SECURITIES AND EXCHANGE COMMISSION (x) PICC, Pasay City

***BUREAU OF IMMIGRATION (x)
A. Soriano Jr. Avenue
BF Condominium Building
Intramuros, Manila

***NATIONAL LABOR RELATIONS COMMISSION (x) PPSTA Building, No. 5, Banawe Corner P. Florentino Sts., Quezon City

***LAND REGISTRATION
COMMISSION (x)
East Avenue, Diliman, Quezon City

****Court Administrator
HON. RAUL B. VILLANUEVA (x)
Deputy Court Administrator
HON. LEO T. MADRAZO (x)
Assistant Court Administrators
HON. MARIA REGINA
ADORACION FILOMENA M.
IGNACIO (x)
HON. LILIAN BARRIBAL-CO (x)
Supreme Court, Manila

*Copy of this Decision to be entered into the records of respondent Atty. Demosthenes S. Tecson.

**Copy of this Decision for dissemination to all its Chapters.

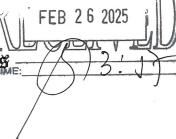
*** Copy of this Decision for their information and guidance.

****Copy of this Decision for circulation to all courts concerned.



Republic of the Philippines Supreme Court

Manila



EN BANC

MAMERTA C. LIZADA, BENITO CUIZON, ABELARDO CUIZON, and ENRIQUE CUIZON,

Complainants,

A.C. No. 14203

Present:

GESMUNDO, C.J.,
LEONEN,
CAGUIOA,
HERNANDO,
LAZARO-JAVIER,
INTING,
ZALAMEDA,
LOPEZ, M.,
GAERLAN,
ROSARIO,
LOPEZ, J.,
DIMAAMPAO,
MARQUEZ,
KHO, JR., and

- versus -

ATTY. DEMOSTHENES S. TECSON,

Promulgated:

SINGH,* JJ.

Respondent.

February 18, 2025

DECISION

PER CURIAM:

This is an administrative Complaint¹ for disbarment filed against Atty. Demosthenes S. Tecson (Atty. Tecson) for violation of the Code of Professional Responsibility (CPR) due to his alleged failure to remit to the

On leave.

¹ *Rollo*, pp. 4--6.

complainants Mamerta C. Lizada, Benito Cuizon, Abelardo Cuizon, and Enrique Cuizon (Lizada et al.) the total amount of PHP 67,170,982.57, representing half of the latter's just compensation.²

Lizada et al. are the legal heirs of the late Spouses Leoncio Cuizon and Mamerta Seno (Spouses Cuizon).³

Lizada et al. alleged that Spouses Cuizon were the registered owners of several parcels of land located in Lapu-Lapu City, Cebu with a total area of 14,161.75 square meters.⁴ On January 28, 1981, the Export Processing Zone Authority (EPZA)⁵ sought the expropriation of said parcels of land for the development of an export processing zone in Lapu-Lapu City.⁶ As such, Spouses Cuizon hired Atty. Tecson to represent them in the expropriation proceedings.⁷

On September 24, 2015, the Regional Trial Court (RTC) of Lapu-Lapu City, Cebu rendered its Judgment, finding the expropriation proper, and fixing the just compensation at PHP 2,500.00 per square meter, with legal interest of 12% per annum from January 28, 1981 until full payment.⁸ The computed amount of just compensation including accumulated interest is PHP 134,341,965.15, which amount was eventually paid by the Philippine Economic Zone Authority (PEZA) on December 23, 2015.⁹

The check representing the total just compensation was received by Atty. Tecson who, in turn, remitted the amount of PHP 13,434,196.51 to each of the complainants, or a total of PHP 53,736,786.04.¹⁰ Notably, Lizada et al. expected to receive PHP 26,868,393.03 each and were thus surprised when they received only half of the said amount.¹¹

The remaining PHP 13,434,196.51, which is equal to each individual share of Lizada et al., was kept by Atty. Tecson as his attorney's fees. ¹² With respect to the remaining PHP 67,170,982.57, Atty. Tecson simply told Lizada

² *Id.* at 5.

³ *Id.* at 4.

⁴ Id.

⁵ Later renamed Philippine Economic Zone Authority.

⁶ Rollo, p. 4.

⁷ Id.

B Id.

Id.

¹⁰ *Id.* at 5.

¹¹ *Id*.

¹² Id.

et al. that the same will be allotted to former Department of Justice Secretary Leila De Lima in support of her senatorial bid.¹³

In his Brief,¹⁴ Atty. Tecson admitted that he was engaged by the estate administrator of Spouses Cuizon as their counsel in the expropriation proceedings brought against them.¹⁵ Atty. Tecson likewise admitted that he suggested to Lizada et al. the engagement of a "PR" man to ensure and expedite the payment of their just compensation.¹⁶ Furthermore, Atty. Tecson admitted that he received the PHP 134,341,965.15 just compensation and remitted only PHP 13,434,196.51 each to Lizada et al. Lastly, he admitted that he kept PHP 13,434,196.51 as his legal fees, and that the PHP 67,170,982.00 was given to the PR man responsible for the expeditious payment by PEZA of Lizada et al.'s just compensation.¹⁷

In his defense, Atty. Tecson averred that the engagement of the PR man was with the conformity of Lizada et al.¹⁸

Findings and Recommendations of the Integrated Bar of the Philippines (IBP)

The IBP Investigating Commissioner (IC)¹⁹ found that Atty. Tecson violated Canon III of the Code of Professional Responsibility and Accountability (CPRA).²⁰ Accordingly, Atty. Tecson's admission that he advised Lizada et al. to hire a PR man and that he personally handed the supposed "share" or "facilitation fee" to the PR man is a clear proof of his violation of his duty of fidelity. In addition, the IC found that Atty. Tecson violated his fiduciary duty to account for the money belonging to Lizada et al. by failing to return half of the latter's just compensation. Finally, the IC noted that Atty. Tecson failed to timely file his verified answer and position paper. For the IC, this further shows Atty. Tecson's deliberate failure to respect the law and the tribunal.²¹



¹³ *Id*.

¹⁴ *Id.* at 53–57.

¹⁵ *Id.* at 53.

¹⁶ *Id.* at 55.

¹⁷ *Id.* at 56.

¹⁸ Id. at 55.

¹⁹ Atty. Michael Tito R. Sajor.

Canon III. *Fidelity*. – Fidelity pertains to a lawyer's duty to uphold the Constitution and the laws of the land, to assist in the administration of justice as an officer of the court, and to advance or defend a client's cause, with full devotion, genuine interest, and zeal in the pursuit of truth and justice.

²¹ *Rollo*, pp. 76–78.

Based on the above findings, the IC recommended that Atty. Tecson be disbarred, and that he be ordered to return the amount of PHP 67,170,982.57 to Lizada et al. with 6% interest per annum until fully paid.²²

In a Resolution dated January 13, 2024, the IBP Board of Governors (IBP Board) resolved to approve and adopt the Report and Recommendation of the IC to impose the penalty of disbarment upon Atty. Tecson. However, the IBP Board disapproved the recommendation of the IC that Atty. Tecson be likewise obliged to return the sum of PHP 67,170,982.57. Accordingly, Lizada et al. knew that said amount was given to a third party as payment of the latter's services.²³

The Court's Ruling

The Court adopts the findings and approves the recommendation of the IBP Board to disbar Atty. Tecson. However, the Court finds that Atty. Tecson should likewise be ordered to return to Lizada et al. the sum of PHP 67,170,982.57, with legal interest.

Applicability of the CPRA

The verified Complaint for disbarment was instituted against Atty. Tecson before the effectivity of the CPRA. This notwithstanding, the propriety of Atty. Tecson's conduct shall be determined applying the CPRA pursuant to the CPRA's transitory provision which states:

Section 1. *Transitory provision.* – The CPRA shall be applied to all pending and future cases, except to the extent that in the opinion of the Supreme Court, its retroactive application would not be feasible or would work injustice, in which case the procedure under which the cases were filed shall govern.

Since it does not appear to the Court that the retroactive application of the CPRA is not feasible or would work injustice to any of the parties, the Court shall resolve this case applying the provisions of the CPRA.

Jul

²² *Id.* at 78–79.

²³ *Id*. at 72.

Atty. Tecson failed to observe and live up to his duty of fidelity under Canon III of the CPRA

The CPRA provides that a lawyer must observe fidelity in all his dealings. Under Canon III of the CPRA, fidelity "pertains to a lawyer's duty to uphold the Constitution and the laws of the land, to assist in the administration of justice as an officer of the court, and to advance or defend a client's cause, with full devotion, genuine interest, and zeal in the pursuit of truth and justice." This duty of a lawyer is further clarified in Section 2 thereof, to wit:

Section 2. *The responsible and accountable lawyer*. – A lawyer shall uphold the Constitution, obey the laws of the land, promote respect for laws and legal processes, safeguard human rights, and at all times advance the honor and integrity of the legal profession.

As an officer of the court, a lawyer shall uphold the rule of law and conscientiously assist in the speedy and efficient administration of justice.

As an advocate, a lawyer shall represent the client with fidelity and zeal within the bounds of the law and the CPRA.

From the foregoing, the fidelity expected of a lawyer does not mean unbridled loyalty to their client's cause. Far from it, fidelity pertains to a lawyer's faithfulness to the rule of law. Thus, in advocating for their client's interests, a lawyer must always observe the law and legal processes. They must never give inappropriate or illegal advice or pursue an illicit course of action. On the contrary, they must consistently conduct themselves in a manner that upholds and reinforces the rule of law and the efficient administration of justice. After all, as aptly put by the Court in *Jimenez v. Verano*, *Jr.*, ²⁴ "[t]he primary duty of lawyers is not to their clients but to the administration of justice. To that end, their clients' success is wholly subordinate."²⁵

Here, Atty. Tecson miserably failed to live up to his duty to uphold the rule of law and to assist in the efficient administration of justice. Instead of advising his clients to go through the regular process of execution, he deliberately chose to cut short and undermine such legal process by advising his clients to bribe. What is more shocking to the Court is Atty. Tecson's unabashed admission of his role in the bribery. He readily admitted that he

SN

²⁴ 739 Phil. 49 (2014) [Per C.J. Sereno, *En Banc*].

²⁵ *Id.* at 57. Citation omitted.

suggested to engage a PR man without any showing of remorse or intimation that he was at least aware of the wrongfulness of his action.

An integral part of a lawyer's duty of fidelity is their duty to account for their client's properties during and after the lawyer-client relationship. During the existence of the lawyer-client relationship, Canon III, Section 49 of the CPRA defines the nature and extent of this duty as follows, to wit:

Section 49. Accounting during engagement. — A lawyer, during the existence of the lawyer-client relationship, shall account for and prepare an inventory of any fund or property belonging to the client, whether received from the latter or from a third person, immediately upon such receipt.

When funds are entrusted to a lawyer by a client for a specific purpose, the lawyer shall use such funds only for the client's declared purpose. Any unused amount of the entrusted funds shall be promptly returned to the client upon accomplishment of the stated purpose or the client's demand.

Unlike in Rule 16.01 of the CPR which simply states that a lawyer must account for all money or property collected or received for or from a client, the CPRA now clearly defines the nature and extent of this duty, both during the existence of the lawyer-client relationship and after its termination.

As provided above, the lawyer's duty to account during engagement commences *immediately* upon their receipt of the fund or property belonging to the client. This duty includes the following, to wit: (a) preparing an inventory for said fund or property, (b) using the same for the stated purpose, and (c) promptly returning the unused portion thereof to the client upon demand or upon the accomplishment of the stated purpose. Of course, when the lawyer claims to have spent or utilized the client's money or property for the stated purpose, it is incumbent upon them to show proof thereof.

Here, Atty. Tecson admitted having received from the RTC, on behalf of Lizada et al., the total amount of PHP 134,341,965.15. However, only half thereof, or PHP 67,170,982.57, was accounted for. The amount of PHP 67,170,982.57 was not returned to Lizada et al. as the same was purportedly given as payment to the PR man. With these established facts, the question that the Court now resolves is whether Atty. Tecson, as part of his duty to account, has the obligation to return to Lizada et al. the amount of PHP 67,170,982.57.

For the IC, Atty. Tecson must return said amount, albeit without a clear explanation why. The IC simply stated that such an obligation to return is

Ow.

based on his duty to account. The IBP Board, on the other hand, opined that Atty. Tecson has no obligation to return because said amount was purportedly given to the PR man with the conformity of Lizada et al. The Court cannot agree with the IBP Board's findings and recommendation.

As previously stated, a lawyer's duty to account includes their duty to promptly give or return to the client the latter's fund or property upon the latter's demand, unless of course the lawyer has spent or utilized the same for the client's stated purpose. In *Dizon v. Trinidad-Radoc*, ²⁶ the Court ruled that if the lawyer fails to return said fund or property upon demand, it is presumed that the lawyer misappropriated the same for their own use to the prejudice and in violation of the trust reposed in them by the client.²⁷

The Court finds that Lizada et al. demanded Atty. Tecson to remit to them the amount of PHP 67,170,982.57. For one, no litigant will simply let go of their hard-fought monetary award, especially when it is worth millions of pesos. Moreover, there is no indication from the records that Lizada et al. waived said unremitted amount or that they instructed Atty. Tecson to use or spend the same for a specified purpose. On the contrary, Lizada et al. clearly articulated their surprise when they received only half of what is due them, and their disappointment when they were told that their unremitted share will be given to Sen. De Lima in support of her senatorial bid. Parts of Lizada et al.'s verified Complaint read as follows, to wit:

- 8. That unfortunately, however, when the check was encashed by Atty. Demosthenes Tecson on the said date (December 23, 2015) before the drawee bank (Land Bank of the Philippines, MEPZA Branch), thinking that we will be receiving in a pro indiviso share as per check issued by the PEZA in the name of Atty. Demosthenes Tecson, the latter only gave each of one us (sic) . . . the amount of only THIRTEEN MILLION FOUR HUNDRED THIRTY FOUR THOUSAND ONE HUNDRED NINETY SIX PESOS AND FIFTY ONE CENTAVOS ([PHP] 13,434,196.51) instead of TWENTY SIX MILLION EIGHT HUNDRED SIXTY EIGHT THOUSAND THREE HUNDRED NINETY THREE PESOS AND THREE CENTAVOS ([PHP] 26,868,393.03) Pesos, including the attorney's fee of Atty. Demosthenes Tecson;
- 9. That we asked Atty. Demosthenes Tecson, why it is only PHP 13,434,196.51 representing our share . . ., but Atty. Demosthenes Tecson told us he got also PHP 13,434,196.51 as his sixth (5th) (sic) share representing as his attorney's fee and that the fifty (50%) percent of the total amount of PHP 134,341,965.15 which is in the amount of PHP 67,170,982.575 shall be allotted to Department of Justice Secretary Laila

²⁶ A.C. No. 13675, July 11, 2023 [Per Curiam, En Banc].

²⁷ Id. at 8. This pinpoint citation refers to the copy of the Resolution uploaded to the Supreme Court website.



Decision 8 A.C. No. 14203

Delima (sic) for she is running as a candidate for Senator this coming May 9, 2016 National Election[.]²⁸ (Emphasis supplied)

Since Lizada et al. demanded Atty. Tecson to return to them PHP 67,170,982.57, which represents the unremitted portion of their just compensation, the presumption that Atty. Tecson misappropriated the same for his benefit attaches. It is now incumbent upon Atty. Tecson to overcome such presumption by presenting evidence that he utilized the said amount for its intended purpose. Unfortunately, Atty. Tecson failed to do so. Atty. Tecson merely alleged, without anything to substantiate the same, that said amount was given to a PR man with the conformity of Lizada et al. Relevant parts of Atty. Tecson's Brief read as follows, to wit:

- 13. On July 8, 2015[,] the respondent filed a motion for summary judgment which was subsequently followed with similar motion by Ms. Igot new counsel Atty. Santiago L. Ortiz, Jr., and apprehensive of another more waiting time with the pending intervention then represented by Atty. Manuel F. Ong that the respondent suggested to his clients to engage the services of a 3rd person as PR man to insure and expedite payment of their 14,162 sq. meter-patrimony to which complainants willingly agreed as long as the former shall take care of pursuing it;
- 14. After contracting a PR man who proposed that 50% out of PEZA/MEPZ payment would be the compensation for the services rendered that the respondent conferred with his clients who unanimously accepted the condition with some inquiries where the 50% of the PR man will go to which the respondent superficially opined that maybe some candidates will benefit therefrom as national election is forthcoming by May 14 the following year, and not to mind the disposition by the PR man of his 50% for the complainants could inevitably receive and enjoy their shares after 35 long years of battle in Court;

19. As soon as their turn came to get their share at about 3:00 o'clock in the afternoon of December 23, 2015, the respondent thru his newly-opened Savings Account No. 2431-0112-66 with the LBP MEZ, spontaneously signed withdrawal slips and turned over [PHP] 13,434,196.51 cash each to complainants Mamerta C. Lizada, in behalf of Hrs. of Rosalia C. Rivera, Enrique S. Cuizon, duly assisted by his daughter Ida Cuizon, Benito T. Cuizon, also assisted by his wife and Abelardo S. Cuizon who is assisted by his daughter. Thereafter, the respondent also turned over immediately the 50% due the PR man inside the Land Bank office equivalent to [PHP] 67,170,982.00 which were placed inside carton boxes and loaded into his car waiting near the door outside the LBP office

Say

²⁸ *Rollo*, p. 5.

and this fact was admitted by the complainants during their conference at Cebu City IBP Office.²⁹ (Emphasis supplied)

To reiterate, the aforequoted assertions by Atty. Tecson have no accompanying proof. He merely alleged that Lizada et al. "willingly agreed" to his proposal to engage the services of a PR man, and "unanimously accepted" his proposal to use 50% of their just compensation to pay said PR man. Likewise, there is nothing in the records which supports Atty. Tecson's claim that Lizada et al. admitted during the conference at the Cebu City IBP Office that the PHP 67,170,982.57 was given to the PR man. Since Atty. Tecson failed to establish his allegations, the presumption that he misappropriated said amount remains unrebutted. Consequently, the Court finds that Atty. Tecson violated his duty to account and is thus liable to return to the Lizada et al. the full amount of PHP 67,170,982.57, with legal interest.

Lest our discussions above be misinterpreted, the Court clarifies that even if Atty. Tecson was able to establish his allegations that the PHP 67,170,982.57 was indeed given to the PR man with the conformity of Lizada et al., he will still be found guilty of violating his duty to account and, consequently, he will still be directed to return said amount to Lizada et al.

As previously stated, a lawyer's duty to account is an integral part of their duty of fidelity. We have also previously stated that a lawyer's duty of fidelity does not mean blind loyalty to their client's cause. Rather, fidelity means faithfulness to the rule of law. Based on these premises, a lawyer's duty to account, which includes their duty to spend or use the client's funds for its stated purpose, must necessarily align with their duty of fidelity. In other words, it is incumbent upon the lawyer, as part of their duty of fidelity, to spend or use their client's funds only for a lawful purpose.

A lawyer, therefore, shall not advise their client to use the latter's funds or properties for an illicit purpose. In the same vein, a lawyer cannot just blindly obey their client's instructions on how the latter's funds or properties are to be utilized. Should the client instruct a lawyer to use or spend their funds for an illicit purpose, the lawyer has the legal duty to advise such client of the illegality of the latter's desired course of action, and the professional duty to propose a legal alternative. If the client insists on their instructions to use their

Sul

²⁹ *Id.* at 64–65.

funds for an illicit purpose, the lawyer is not without recourse. In such a situation, the lawyer may terminate the lawyer-client relationship.³⁰

Necessarily, if the lawyer advises their client to use the latter's funds for an illicit purpose, or if they accede to the client's instructions to use said funds for an illicit purpose, said lawyer violates their duty to account even if the client agrees to their advice or if said lawyer simply accedes to their client's instructions. Elsewise stated, if a lawyer uses their client's funds for an unlawful purpose, said lawyer cannot tenably invoke the defense that the client agreed to such use, or that said use is upon the client's instructions.

A lawyer, therefore, has the responsibility to always ensure that the expenditure or utilization of the client's funds or properties is in accordance with law. If a lawyer fails to observe this duty, they must return to the client the latter's unlawfully spent funds upon the client's demand.

The appropriate penalty

Canon VI, Section 33 of the CPRA expressly classifies the following offenses as serious, namely: (1) Gross misconduct, or any inexcusable, shameful or flagrant unlawful conduct; (2) Bribery or corruption; and (3) Misappropriating a client's funds or properties. Canon VI, Section 37 of the CPRA, on the other hand, provides that the penalty to be imposed on the respondent who is found guilty of a serious offense is any of the following or a combination thereof, to wit: (1) Disbarment; (2) Suspension from the practice of law for a period exceeding six (6) months; (3) Revocation of notarial commission and disqualification as a notary for not less than two (2) years; or (4) Fine exceeding PHP 100,000.00.

As already discussed above, Atty. Tecson violated his duty to account by misappropriating a staggering amount of PHP 67,170,982.57 representing half of Lizada et al.'s just compensation. Worse, Atty. Tecson remorselessly admitted that he used the said amount to pay the services of a PR man to facilitate and expedite the payment of Lizada et al.'s just compensation. There is no doubt then that Atty. Tecson's infraction is a serious offense as

Under Canon III, Section 53 of the Code of Professional Responsibility and Accountability, some of the sanctioned grounds for the termination by a lawyer of the lawyer-client relationship are (a) when the client pursues an illegal or immoral course of conduct in connection with the engagement, and (b) when the client insists that the lawyer pursue conduct that is violative of the Code of Professional Responsibility and Accountability and other related rules.



contemplated under Canon VI, Section 33 of the CPRA because it constitutes gross misconduct and misappropriation of a client's funds or properties.

Anent the penalty for Atty. Tecson's acts, the Court finds the penalty of disbarment appropriate.

The Court's decision to impose upon Atty. Tecson the maximum penalty of disbarment is not without precedent. In similar cases where respondent lawyers misappropriated their clients' money or engaged in bribery or corruption, the Court imposed upon them the penalty of disbarment from the practice of law.

In *Freeman v. Atty. Reyes*,³¹ the Court disbarred the respondent lawyer who misappropriated the insurance proceeds of her client's deceased husband.

In *CF Sharp Crew Management, Inc. v. Torres*,³² the Court likewise disbarred the respondent lawyer who repeatedly requested the issuance of checks purportedly for settling seafarers' claims, only to have such checks deposited to an unauthorized bank account.

In *Bueno v. Atty. Rañeses*,³³ the Court disbarred a lawyer who, among others, solicited money from his client purportedly to bribe a judge in order to ensure a favorable judgment in favor of the client.

In Rodco Consultancy and Maritime Services Corporation v. Atty. Concepcion,³⁴ the Court likewise disbarred a lawyer who solicited money from his client purportedly for the purpose of paying someone in the Court of Appeals to expedite and facilitate a favorable resolution in favor of his client. On top of this, the respondent lawyer failed to properly account the money he received from his client.

Atty. Tecson's infraction is so egregious, exhibiting his moral depravity and complete disregard of his responsibilities as a member of the bar.

³¹ 676 Phil. 47 (2011) [Per Curiam, En Banc].

³² 743 Phil. 614 (2014) [Per Curiam, En Banc].

³³ 700 Phil. 817 (2012) [Per Curiam, En Banc].

³⁴ 906 Phil. 1 (2021) [Per Curiam, En Banc].

Atty. Tecson is also directed to return to Lizada et al. the amount of PHP 67,170,982.57, with interest at the rate of 6% per annum, from the finality of this Decision until full payment.

ACCORDINGLY, the Court finds respondent Atty. Demosthenes S. Tecson GUILTY of Gross Misconduct under Section 33(a) and misappropriating his clients' funds under Section 33(g) of the Code of Professional Responsibility and Accountability. He is **DISBARRED** and his name is to be **STRICKEN OFF** the Roll of Attorneys, effective immediately.

Atty. Demosthenes S. Tecson is also **ORDERED** to **IMMEDIATELY RETURN** to the complainants Mamerta C. Lizada, Benito Cuizon, Abelardo Cuizon, and Enrique Cuizon the amount of PHP 67,170,982.57, with interest of 6% per annum, reckoned from the date of finality of this Decision, until full payment. He is further **DIRECTED** to submit to this Court proof of payment within 10 days from said payment.

Let copies of this Decision be furnished the Office of the Bar Confidant to be entered into the records of respondent Atty. Demosthenes S. Tecson. Copies shall likewise be furnished the (a) Integrated Bar of the Philippines, which shall disseminate copies thereof to all its Chapters; (b) all administrative and quasi-judicial agencies of the Republic of the Philippines; and (c) the Office of the Court Administrator for circulation to all courts concerned.

SO ORDERED.

LEXANDER G. GESN

MARVICM.V.F. LEONEN

Senior Associate Justice

ALFREDO BENJAMIN S. CAGUIOA

Associate Justice

RAMON PAUL L. HERNANDO

Associate Justice

AMY C. LAZARO-JAVIER

Associate Justice

HENRIJEAN PAULB. INTING

Associate Justice

RODIL Y. ZALAMEDA

Associate Justice

MARIOV. LOPEZ

Associate Justice

SAMUEL H. GAERLAN

Associate Justice

RICARDO R. ROSARIO

Associate Justice

JHOSEP X LOPEZ

Associate Justice

JAPAR B. DIMAAMPAO

Associate Justice

JOSE MIDAS P. MARQUEZ

Associate Justice

ANTONIO T. KHO, JR.

Associate Justice

(On Leave)

MARIA FILOMENA D. SINGH

Associate Justice

			•		
			•		
					,