

SECOND DIVISION

[A.C. No. 12076, June 22, 2020]

**DR. MARIA ENCARNACION R. LEGASPI,^[1] COMPLAINANT, VS.
ATTY. FLORENCIO D. GONZALES, RESPONDENT.**

R E S O L U T I O N

DELOS SANTOS, J.:

Antecedents

In her Complaint,^[2] Maria Encarnacion R. Legaspi (Legaspi) alleged that on June 13, 2013, she went to the residence of respondent Atty. Florencio D. Gonzales (Atty. Gonzales) in New Buswang, Kalibo, Aldan to consult him about the presence of an illegal settler in a parcel of land owned by Legaspi and her family. According to Legaspi, she related to Atty. Gonzales that a certain Romeo Aguarino (Aguarino) squatted on their property and despite the demand letters for him to leave, the latter kept staying. In this regard, Legaspi asked Atty. Gonzales how much legal fees would be charged in order that Aguarino may be removed from the property. Atty. Gonzales said that his fee is P20,000.00 and that another P100,000.00 will be needed as initial expense to talk to the people who would have influence over Aguarino. Atty. Gonzales allegedly said that if his services are not engaged, the illegal settler would likely get another lawyer and try to get millions from the Legaspis. After a few days, Legaspi found out that Atty. Gonzales had become the legal counsel of Aguarino in the unlawful detainer case filed by Rafel Realty and Development Corporation (Rafel Realty; the company of the Legaspis) against the latter. The said case was amicably settled, whereby Aguarino was given money and a parcel of land owned by Legaspi. According to Legaspi, she felt obligated to the company to give up her property to Aguarino since she was the one who consulted with Atty. Gonzales, who later betrayed them to the detriment of the company. Lastly, Legaspi alleged that Atty. Gonzales received a portion of the settlement money from Aguarino. Accordingly, Legaspi accused Atty. Gonzales of violating Paragraph 6 of the Canons of Professional Ethics, and Canons 17 and 21 of the Code of Professional Responsibility (CPR) because of his unethical behavior in accepting Aguarino's case after she had narrated to him confidential facts that he thereafter used to their disadvantage.^[3]

In his Answer,^[4] Atty. Gonzales countered that no lawyer-client relationship was established between him and Legaspi because no fee or charges have been paid. Further, Atty. Gonzales added that Legaspi cannot claim that there is conflict of interest as she was not the same party who signed the compromise agreement with Aguarino but Atty. Ma. Felomina Legaspi-Rosales,^[5] who represented Rafel Realty.^[6]

Integrated Bar of the Philippines (IBP) Report and Recommendation

In his Report and Recommendation^[7] dated April 10, 2015, IBP Investigating Commissioner Cecilio A. C. Villanueva (Commissioner Villanueva) recommended for the suspension of Atty. Gonzales from the practice of law for two (2) years. According to Commissioner Villanueva, it was undisputed that (1) Atty. Gonzales had a meeting with Legaspi regarding the issue of the illegal settler, Romeo Aguarino; and (2) he later on represented the same illegal settler in an unlawful detainer case which has the same issue with what was brought upon him by Legaspi. It was ruled that Atty. Gonzales violated the CPR, particularly the rules on conflict of interest.

In its Resolution No. XXII-2016-270^[8] dated April 29, 2016, the IBP Board of Governors resolved to adopt with modification the report and recommendation of Commissioner Villanueva, lowering the penalty to suspension of Atty. Gonzales from practice of law for a period of one (1) year. Atty. Gonzales sought reconsideration, but the IBP Board of Governors denied his motion in its Resolution No. XXII-2017-1312^[9] dated April 20, 2017.

Issues

Did Atty. Gonzales violate the rule on conflict of interest?

Ruling

We adopt and sustain the findings and recommendation of the IBP Board of Governors.

Complainant Legaspi alleged that client-lawyer relationship was created when she consulted Atty. Gonzales and shared confidential matters during their meeting on June 13, 2013.^[10] For this reason, Legaspi claimed that Atty. Gonzales violated the rule on conflict of interest when he represented Aguarino in the unlawful detainer case filed by them (Legaspis). On the other hand, Atty. Gonzales argued that there was no conflict of interest for the following reasons: (1) no lawyer-client relationship was established because no fees or charges have been paid by Legaspi;^[11] (2) it was Atty. Felomina Legaspi-Rosales who tiled the case against Aguarino and not complainant Legaspi herself; and (3) he was not a party to the compromise agreement.^[12]

The lawyer-client relationship begins from the moment a client seeks the lawyer's advice upon a legal concern. The seeking may be for consultation on transactions or other legal concerns, or for representation of the client in an actual case in the courts or other *fora*. From that moment on, the lawyer is bound to respect the relationship and to maintain the trust and confidence of his client.^[13]

Meanwhile, Canon 15 and Rule 15.02 of the CPR provide:

CANON 15 - A LAWYER SHALL OBSERVE CANDOR, FAIRNESS AND LOYALTY IN ALL HIS DEALINGS AND TRANSACTIONS WITH HIS CLIENTS.

x x x x

Rule 15.02. - A lawyer shall be bound by the rule on privilege