

EN BANC

[A.C. No. 10699 [Formerly CBD Case No. 15-4793], October 06, 2020]

WILFREDO C. CABALLERO, COMPLAINANT, VS. ATTY. GLICERIO A. SAMPANA, RESPONDENT.

DECISION

PER CURIAM:

This administrative case stemmed from a Complaint^[1] dated November 3, 2014 filed by Wilfredo C. Caballero (*complainant*) against Atty. Glicerio A. Sampana (*respondent*), for allegedly unlawfully arrogating onto himself the ownership and possession of real property belonging to the former.

The facts are as follows:

Complainant, an employee of the National Food Authority, alleged that on January 31, 1995, he was awarded by the Government Service Insurance System (*GSIS*) a low-cost housing unit located at Lot 31, Block 15-A, Menzyland Subdivision, Mojon, Malolos, Bulacan. To pay for the said property, he was granted by the GSIS a real estate loan in the amount of P216,000.00, with a monthly amortization of P2,584.44 for a period of 25 years.

On January 27, 1997, owing to financial constraints, complainant transferred his right over the housing unit to respondent in consideration of the amount of P60,000.00, upon the condition that the latter would assume the obligation of paying the remaining monthly amortizations. Complainant and respondent entered into a document denominated as Deed of Transfer of Rights^[2] which reads:

WHEREAS, the TRANSFEROR is the vendee/awardee in a Deed of Conditional Sale executed by the GOVERNMENT SERVICE INSURANCE SYSTEM in favor of the TRANSFEROR involving one (1) parcel of land, together with the house and all the existing improvements thereon, more particularly known as:

TRANSFER CERTIFICATE OF TITLE
No. T-59916

x x x x

WHEREAS, the TRANSFEREE, hereby agree to assume the obligation of the TRANSFEROR under the terms and conditions embodied in the Deed of Conditional Sale executed by the GOVERNMENT SERVICE INSURANCE SYSTEM in favor of the TRANSFEROR and the latter has consented and agreed to Transfer all their rights and interest over the subject property to the TRANSFEREE.

On August 31, 2004, complainant received a letter from the GSIS, through its Housing Finance Administration Department, informing him that his P216,000.00 loan had increased to P609,004.68, with arrearages amounting to P415,181.09.^[3]

Hoping to discuss the matter with respondent, complainant went to the latter's house in September 2004 and gave him a copy of the letter from the GSIS. Complainant informed the respondent that if no payment was made by respondent to the GSIS, complainant would have no option but to surrender the house and lot and all its improvements to the GSIS. Respondent then promised that he would pay and handle the transfer of the account to his name.

On August 27, 2009, five years after he met with respondent in September 2004, complainant again received a letter^[4] from the GSIS, through its Billing and Collection Department, informing him that the amount of his loan had increased from P609,004.68 to P1,166,017.57, revealing that respondent reneged on his promise to settle the said account with the GSIS.

In a letter^[5] dated October 7, 2009, complainant informed the GSIS of his decision to voluntarily surrender the property and all its improvements to the GSIS in order to resolve his outstanding accounts. Respondent was furnished a copy of the said letter.

On December 7, 2009, complainant received a letter-reply^[6] from the GSIS instructing him to submit a Notarized Affidavit of Surrender to the Business Development and Accounts Recovery Office of the GSIS, to facilitate the necessary tagging of his account. He was also ordered to ensure that the unit was vacated and that the keys to the same were surrendered to the GSIS. Complainant, however, was unable to surrender the unit as the same was still being occupied by respondent's tenant, who refused to vacate the property.

On June 23, 2010, complainant, accompanied by his wife, and respondent went to the main office of the GSIS in Pasay City to discuss their available options. As part of the arrangement with the GSIS, complainant was made to sign a waiver so as to cancel his account for eventual inclusion as Real and Other Properties Owned or Acquired. The parties also agreed that respondent would purchase the property by making a down payment amounting to ten percent (10%) of its assessed value, with the remaining balance to be paid on installments.

On July 6, 2010, the GSIS, through its Accounts Recovery and Acquired Assets Department, notified the complainant of the cancellation of the Deed of Conditional Sale issued in his favor for failure to settle the housing loan arrearages.^[7] The GSIS demanded that complainant vacate and turn over the property to the GSIS.

On August 31, 2010, the GSIS issued a Statement of Account indicating the arrearages of the complainant in the amount of P1,497,331.50.^[8]

On January 28, 2011, complainant executed an Affidavit of Waiver^[9] through which he relinquished his rights over the subject house and lot in favor of respondent.

On September 6, 2014, the GSIS issued a Reconciliation Notice^[10] requesting complainant to settle his arrears amounting to P1,497,331.50 to avoid further accumulation of interests and surcharges. The GSIS informed complainant that his last payment of record was on November 30, 1999, in the amount of P5,168.72.

On November 3, 2014, the GSIS issued its Final Demand to the complainant, informing the latter that as of August 31, 2014, his unpaid obligation had reached the amount of the P2,980,183.80 due to his failure to pay his housing arrearages, and requiring him to immediately pay or restructure his account through the GSIS Housing Loan Restructuring and Remedial Program.

Hence, this administrative complaint alleging that due to respondent's empty promises, misrepresentations, maneuverings, and deceitful offers to assume complainant's financial obligation to GSIS and buy the property, complainant's loan ballooned to its current total, jeopardizing his retirement benefits.

In a Resolution^[11] dated February 9, 2015, the Court directed respondent to file his Comment on the Affidavit-Complaint within ten (10) days from notice.

In his Comment^[12] dated March 30, 2015, respondent denied having been unprofessional and less than honest with complainant in relation to the transfer of the rights and interests over the subject housing unit.

Respondent claimed that complainant asked for his assistance in handling a case filed against the latter and his live-in partner by complainant's former wife, who was allegedly harassing complainant at the subject property. He maintained that complainant asked for his help in finding another house where his former wife could not bother him, and that in his genuine desire to help, he accepted the offer, but with the understanding that complainant would still continue to pay the P2,584.44 monthly amortization. Respondent further claimed that in 2004, complainant belatedly informed him of the arrearages on his loan amortization with the GSIS and asked for his help to settle his obligation. He denied having received any notice either from the GSIS or the complainant regarding the said loan account or the request to vacate and surrender the property.

In a Resolution^[13] dated August 12, 2015, the Court referred the case to the Integrated Bar of the Philippines (*IBP*) for investigation, report, and recommendation.

In his Report and Recommendation, Commissioner Eduardo R. Robles of the IBP Commission on Bar Discipline found respondent's conduct in its entirety violative of Rule 1.01^[14] of the Code of Professional Responsibility and recommended that he be reprimanded.

In a Resolution^[15] dated November 28, 2017, the IBP Board of Governors adopted the findings of fact and recommendation of Commissioner Robles, with modification to increase the recommended penalty of reprimand to suspension from the practice of law for six (6) months. It also directed the IBP Commission on Bar Discipline to prepare an extended resolution explaining the Board of Governor's action.

In an Extended Resolution^[16] dated September 7, 2018, Commissioner Jose Villanueva Cabrera expounded on the increase of penalty from reprimand to suspension from the practice of law for six (6) months sought by the IBP Board of Governors. He found the penalty of reprimand as recommended by the Investigating Commissioner too light, given that respondent's dishonesty in his private dealings with complainant had been clearly proven. Commissioner Cabrera maintained that the denial by respondent of the Deed of Transfer of Rights by claiming that he was merely assisting the complainant in the case filed by the latter's former wife clearly