

## SECOND DIVISION

**[ A.C. No. 11871 [Formerly CBD Case No. 154520],  
March 05, 2018 ]**

**POTENCIANO R. MALVAR, COMPLAINANT, VS. ATTY. FREDDIE B. FEIR, RESPONDENT.**

### DECISION

**PERALTA, J.:**

This is a Petition for Disbarment filed by petitioner Potenciano R. Malvar against Atty. Freddie B. Feir for violation of Canon 19, Rule 19.01 of the Code of Professional Responsibility and the Lawyer's Oath.<sup>[1]</sup>

The antecedent facts are as follows:

On February 13, 2015, petitioner Potenciano R. Malvar filed a complaint for disbarment against respondent Atty. Freddie B. Feir alleging that on December 17, 2014 and January 22, 2015, he received threatening letters from Feir stating that should he fail to pay the sum of P18,000,000.00 to his client, Rogelio M. Amurao, a criminal complaint for Falsification of Public Documents and Estafa, a civil complaint for Annulment of Transfer Certificate of Title, and an administrative complaint for the revocation of his license as a physician would be filed against him.<sup>[2]</sup> According to Malvar, Feir's demands were tantamount to blackmail or extortion due to the fact that Feir tried to obtain something of value by means of threats of filing complaints.<sup>[3]</sup> Said acts are in violation of the Lawyer's Oath which provides that: "I will do no falsehood, nor consent to the doing of any in court; I will not wittingly or willingly promote or sue any groundless, false or unlawful suit, or give aid nor consent to the same."<sup>[4]</sup> In support of his complaint, Malvar submitted the following affidavits executed by: (1) his staff stating that said staff witnessed Amurao deliver to the office a Deed of Absolute Sale signed by Amurao, Noemi Amurao, Teodorico Toribio, and Fatima Toribio;<sup>[5]</sup> and (2) Amurao himself stating that he is one of the sellers indicated in the Deed of Absolute Sale, that the signature appearing thereon is his, and that he personally witnessed Noemi Amurao, Teodorico Toribio, and Fatima Toribio sign said document.<sup>[6]</sup>

For his part, Feir countered that the said letters merely demanded Malvar to explain how certain parcels of land Malvar was purchasing from his client, Amurao, were already registered in Malvar's name when Amurao had never executed a Deed of Absolute Sale transferring the same. Feir narrated that sometime in 2008, Amurao was tasked by his co-owners, spouses Teodorico Toribio and Fatima Toribio, to sell their properties consisting of three (3) parcels of land located in Antipolo City for P21,200,000.00. The buyer of said properties was Malvar, who initially paid the sum of P3,200,000.00 with a promise to pay the remainder of the purchase price after verification of the authenticity of the owner's title to the properties. For this

purpose, Malvar borrowed the original copies of said titles from Amurao. Malvar, however, failed to return the same despite several demands. To his surprise, Amurao later on learned that the subject properties were already transferred in Malvar's name despite the fact that he never executed the necessary Deed of Absolute Sale nor received the balance of the purchase price. Upon further verification, Amurao discovered that there exists a Deed of Absolute Sale covering the sale of the subject properties in favor of Malvar exhibiting not only the signatures of Amurao and Teodorico but also the signature of Fatima, who had long been dead.<sup>[7]</sup> But when asked, Malvar could not proffer any explanation as to the existence of the suspicious Deed of Absolute Sale or the fact that the subject properties were already in his name. It is for this reason that Amurao consulted Feir on his legal remedies as regards his recovery of the subject properties and/or collection of the remaining balance of the purchase price. Clearly, therefore, Malvar's complaint seeking his disbarment appears only to harass and intimidate Feir. The threat to sue Malvar based on the facts presented to Feir as a lawyer was not groundless as Amurao stands to lose his property while Malvar enriches himself at Amurao's expense.<sup>[8]</sup> Interestingly, moreover, it was pointed out that the purported Affidavit executed by Amurao must be a forgery in view of the fact that he never executed any such document and that his supposed Senior Citizen Identification Number indicated in the Acknowledgment thereof was left blank.<sup>[9]</sup>

After a careful review and evaluation of the case, the Commission on Bar Discipline of the Integrated Bar of the Philippines (*IBP*) recommended the dismissal of the complaint against Feir for lack of merit on February 23, 2016.<sup>[10]</sup> On November 5, 2016, the IBP Board of Governors passed a Resolution<sup>[11]</sup> adopting and approving the recommended dismissal of the complaint, thus:

*RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner dismissing the complaint.*

### **The Court's Ruling**

The Court finds no cogent reason to depart from the findings and recommendations of the IBP.

An attorney may be disbarred or suspended for any violation of his oath or of his duties as an attorney and counselor, which include statutory grounds enumerated in Section 27,<sup>[12]</sup> Rule 138 of the Rules of Court.<sup>[13]</sup>

Canon 19 of the Code of Professional Responsibility provides that "a lawyer shall represent his client with zeal within the bounds of the law." Moreover, Rule 19.01 thereof states that "a lawyer shall employ only fair and honest means to attain the lawful objectives of his client and shall not present, participate in presenting or threaten to present unfounded criminal charges to obtain an improper advantage in any case or proceeding." Under this Rule, a lawyer should not file or threaten to file any unfounded or baseless criminal case or cases against the adversaries of his client designed to secure a leverage to compel the adversaries to yield or withdraw their own cases against the lawyer's client.<sup>[14]</sup>