

SECOND DIVISION

[A.C. No. 12012, July 02, 2018]

**GERONIMO J. JIMENO, JR., COMPLAINANT, VS. ATTY.
FLORDELIZA M. JIMENO, RESPONDENT.**

DECISION

PERLAS-BERNABE, J.:

This case stemmed from a Complaint^[1] dated July 10, 2012 filed by complainant Geronimo J. Jimeno, Jr. (complainant) before the Integrated Bar of the Philippines (IBP) Commission on Bar Discipline (CBD), seeking the suspension/disbarment of respondent Arty. Flordeliza M. Jimeno (respondent) for alleged: (a) unlawful, dishonest, immoral, and deceitful conduct, specifically, by falsifying a public document, in violation of Rule 1.01, Canon 1 of the Code of Professional Responsibility (CPR); and (b) violation of her duty to preserve her client's confidences in violation of Rule 21.01, Canon 21 of the CPR.

The Facts

Complainant claimed to have discovered that respondent, who is his cousin, sold the property of his parents, the late Spouses Geronimo P. Jimeno, Sr. (Geronimo Sr.) and Perla de Jesus Jimeno (Perla; collectively, Spouses Jimeno) located at Brgy. Gintong Silahis, San Jose, Quezon City (Malindang property) covered by Transfer Certificate of Title (TCT) No. RT-52411,^[2] through a Deed of Absolute Sale^[3] dated September 8, 2005 (subject deed) executed by respondent as attorney-in-fact of Geronimo Sr.^[4] He claimed that the subject deed was falsified considering that: (a) the same bore the signature of Perla who had already passed away on May 19, 2004,^[5] or more than a year prior to the execution thereof; (b) Geronimo Sr. was erroneously described as married to Perla, when he was already a widower at the time; (c) Geronimo Sr. was made to appear as the absolute and registered owner in fee simple of the property when the same is co-owned by him and his ten (10) children (Jimeno children); and (d) Geronimo Sr.'s residence and postal address was stated as "421 (formerly 137) Mayon Street, Quezon City," when the same should have been "10451 Bridgeport Road, Richmond, British Columbia" as indicated in the Special Power of Attorney^[6] dated July 9, 2004 (subject SPA) he executed, authorizing respondent to administer and sell his real properties in the Philippines.^[7] Complainant likewise alleged that respondent mentioned "so many unnecessary and un-called for matters like [his] father having allegedly (*sic*) illegitimate children" when his lawyer requested for copies of the titles and other documents respecting the properties covered by the SPA, in violation of her duty to keep in confidence whatever informations were revealed to her by the late Geronimo Sr. in the course of their professional relationship (lawyer-client privilege).^[8]

In her defense,^[9] respondent claimed that: (a) she was not the one who prepared

or caused the preparation of the subject deed and that all the necessary documents for the sale of the Malindang property, including the subject SPA and the Deed of Waiver of Rights and Interests^[10] dated July 4, 2005 executed by the Jimeno children in their parents' favor (collectively, documents of sale), were merely transmitted by her cousin and respondent's sister, Lourdes Jimeno-Yapinchay (Lourdes), from Canada; (b) the sale of the Malindang property was with the consent of all the Jimeno children, including complainant; and (c) she merely signed the subject deed in good faith before endorsing the same to the buyer, Melencio G. Aquino, Jr. (Aquino), for disposition.^[11] Respondent further claimed that the contents of her email dated April 24, 2012 to complainant's lawyer are "privileged communication" which are relevant to the subject of inquiry, and they did not arise from the confidences and secrets of the late Geronimo Sr. She challenged complainant's invocation of Canon 21, contending that the matter is personal to a client, and is intransmissible in character.^[12]

The Report and Recommendation of the IBP-CBD

In a Report and Recommendation^[13] dated June 14, 2013, the IBP-CBD Investigating Commissioner observed that while the sale of the Malindang property appeared to be a unanimous decision of the Jimeno children, and the documents of sale which were all prepared in Canada were merely sent to respondent in the Philippines, she allowed herself to become a party to a document which contained falsehood and/or inaccuracies in violation of her duties as a lawyer, namely: (a) to refrain from doing or consenting to any falsehood; (b) to employ only fair and honest means to attain the lawful objectives of his client; and (c) to refrain from allowing his client to dictate the procedure in handling the case.^[14] Accordingly, he recommended that respondent be reprimanded for her acts,^[15] which was adopted and approved by the IBP Board of Governors (Board) in Resolution No. XXI-2014-678^[16] dated September 28, 2014.

Dissatisfied, complainant filed a motion for reconsideration^[17] dated May 1, 2015. The motion was granted by the Board in Resolution No. XXII-2016-278^[18] dated April 29, 2016, increasing the imposed penalty to suspension from the practice of law for a period of six (6) months. The same Resolution likewise directed IBP-CBD Director Ramon S. Esguerra (Director Esguerra) to prepare an extended resolution to explain the Board's action.^[19]

Director Esguerra thereafter submitted an Extended Resolution^[20] holding that respondent's dishonest acts in relation to the subject SPA and the subject deed constitute blatant transgressions of her duties as a lawyer under Rule 1.01 of the CPR. He noted that respondent never denied knowledge of Perla's demise and her own description of her close relationship with the complainant's family bolsters such knowledge. However, instead of advising Geronimo Sr. and the Jimeno children to execute an extrajudicial settlement of the estate of Perla to enable the proper registration of the Malindang property in their names preliminary to the sale to Aquino, she voluntarily signed the subject deed despite the patent irregularities in its execution. He also rejected her reliance on the purported assurances made by complainant's siblings, holding that her oath as a lawyer mandates her to be cautious of the consequences of her action and enjoins her to refrain from any act or omission which might lessen the trust and confidence reposed by the public in the

fidelity, honesty, and integrity of the legal profession.^[21]

Aggrieved, respondent moved for reconsideration,^[22] which was denied by the Board in Resolution No. XXII-2017-1135^[23] dated May 27, 2017.

Pursuant to Rule 139-B of the Rules of Court, the records of the case were transmitted to this Court.

The Issue Before the Court

The essential issue in this case is whether or not respondent should be held administratively liable for the acts complained of.

The Court's Ruling

The Court adopts and approves the findings of the IBP, as the same were duly substantiated by the records.

Fundamental is the rule that in his dealings with his client and with the courts, every lawyer is expected to be honest, imbued with integrity, and trustworthy. These expectations, though high and demanding, are the professional and ethical burdens of every member of the Philippine Bar, for they have been given full expression in the Lawyer's Oath that every lawyer of this country has taken upon admission as a *bona fide* member of the Law Profession,^[24] thus:

I, _____, do solemnly swear that I will maintain allegiance to the Republic of the Philippines; I will support its Constitution and obey the laws as well as the legal orders of the duly constituted authorities therein; **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, nor give aid nor consent to the same. I will delay no man for money or malice, and will conduct myself as a lawyer according to the best of my knowledge and discretion with all good fidelity as well to the courts as to my clients; and I impose upon myself this voluntary obligation without any mental reservation or purpose of evasion. So help me God.^[25] (Emphasis supplied)

The Lawyer's Oath enjoins every lawyer not only to obey the laws of the land but also to **refrain from doing any falsehood in or out of court** or from consenting to the doing of any in court, and to conduct himself according to the best of his knowledge and discretion with all good fidelity to the courts as well as to his clients. Every lawyer is a servant of the law, and has to observe and maintain the rule of law, as well as be an exemplar worthy of emulation by others.^[26]

In line with the letter and spirit of the Lawyer's Oath, the Court has adopted and instituted the Code of Professional Responsibility^[27] (CPR) to govern every lawyer's relationship with his profession, the courts, the society, and his clients.^[28]

Pertinent to this case are Rule 1.01 of Canon 1, Rule 15.07 of Canon 15, and Rule 19.01 of Canon 19, which provide:

CANON 1 - A lawyer shall uphold the constitution, obey the laws of the land and *promote respect for law and legal processes*.

Rule 1.01 - A lawyer shall not engage in unlawful, *dishonest*, immoral or deceitful conduct.

x x x x

CANON 15 - A lawyer shall observe candor, fairness and loyalty in all his dealings and transactions with his clients.

x x x x

Rule 15.07 - A lawyer shall impress upon his client *compliance with the laws* and the principles of fairness.

x x x x

CANON 19 - A lawyer shall represent his client with zeal *within the bounds of the law*.

Rule 19.01 - A lawyer shall *employ only fair and honest means* to attain the lawful objectives of his client x x x. (Italics supplied)

After a judicious examination of the records, the Court finds itself in complete agreement with Director Esguerra's finding that respondent's acts in relation to the subject SPA and the subject deed constitute blatant transgressions of her duties as a lawyer, as ordained by Rule 1.01 of Canon 1 of the CPR, which engraves an overriding prohibition against ***any*** form of misconduct.^[29] Additionally, the Court finds that respondent fell short of her duty to **impress upon her client compliance with the pertinent laws** in relation to the subject transaction. In this case, while seemingly aware of the demise of Perla that rendered the Malindang property a co-owned property of Geronimo Sr. and the Jimeno children, instead of advising the latter to settle the estate of Perla to enable the proper registration of the property in their names preliminary to the sale to Aquino, she voluntarily signed the subject deed, as attorney-in-fact of Geronimo Sr., despite the patent irregularities in its execution. These irregularities are: (a) the fact that it bore the signature of Perla, who was already deceased; (b) the erroneous description of Geronimo Sr. as married to Perla despite the latter's demise and as being the absolute owner in fee simple of the Malindang property which is a co-owned property; and (c) the erroneous statement of Geronimo Sr.'s residence and postal address.

That respondent had no hand in the preparation of the documents of sale is of no moment because **as a lawyer, she is expected to respect and abide by the laws and the legal processes**.^[30] To say that lawyers must at all times uphold and respect the law is to state the obvious, but such statement can never be overemphasized. Considering that, of all classes and professions, lawyers are most sacredly bound to uphold the law, **it is imperative that they live by the law**.^[31]

As a lawyer, respondent is fully aware of the requisites for the legality of a voluntary

conveyance of property, particularly, the scope of the rights, interests, and participation of the parties/signatories to the deed of sale, and the consequent transfer of title to the properties involved, yet, she chose to disregard the patent irregularities in the subject deed and voluntarily affixed her signature thereon. Notably, respondent did not specifically admit nor deny knowledge of the demise of Perla, but her claim of such strong ties to complainant's family bolsters knowledge thereof.^[32] Besides, her awareness of Perla's demise even prior to the affixture of her signature on the subject deed may be sufficiently inferred from her averments, among others, that: (a) when Perla got sickly sometime in the *early part of 2004*, Lourdes began giving her a *series of phone calls* regarding the disposition of Spouses Jimeno's real properties;^[33] and (b) she was never remiss in her duty to inform the Jimeno children, through Lourdes and Teresita Jimeno-Roan, about the *legal repercussions and legal complications of pushing through and continuing with the negotiations with the prospective buyers* of the Malindang property,^[34] which admittedly continued even after the demise of Perla.^[35] However, despite being aware that something was amiss with the documents of sale, respondent allowed herself to become a party to the subject deed which contained falsehood and/or inaccuracies in violation of her duties as a lawyer.

Respondent's claims that she acted in good faith,^[36] and that she relied on the assurance of full responsibility from the ten (10) Jimeno children^[37] cannot relieve her of administrative liability. As a lawyer, she cannot invoke good faith and good intentions as justifications to excuse her from discharging her **obligation to be truthful and honest in her professional actions** since her duty and responsibility in that regard **are clear and unambiguous.**^[38]

Thus, despite complainant's admission that he "agreed in principle for the sale of the properties of their parents in the Philippines to generate funds for their support and medical attention x x x,"^[39] the Court cannot turn a blind eye on respondent's act of permitting untruthful statements to be embodied in public documents which she herself signed. To allow this highly irregular practice for the specious reason that lawyers are constrained to obey their clients' wishes, even if for laudable purposes, would effectively sanction wrongdoing and falsity which would undermine the role of lawyers as officers of the court.

Time and again, the Court has reminded lawyers that their support for the cause of their clients should never be attained at the expense of truth and justice. While a lawyer owes absolute fidelity to the cause of his client, full devotion to his genuine interest, and warm zeal in the maintenance and defense of his rights, as well as the exertion of his utmost learning and ability, he must do so only within the bounds of the law. It is worthy to emphasize that the lawyer's fidelity to his client must not be pursued at the expense of truth and justice, and must be held within the bounds of reason and common sense.^[40] Respondent's responsibility to protect and advance the interests of her client does not warrant a course of action not in accordance with the pertinent laws and legal processes.

All told, respondent is found guilty of violating the Lawyer's Oath, Rule 1.01 of Canon 1, Rule 15.07 of Canon 15, and Rule 19.01 of Canon 19 of the CPR by allowing herself to become a party to the subject deed which contained falsehood and/or inaccuracies.