

FIRST DIVISION

[A.C. No. 8903, August 30, 2017]

EDIGARDO V. BONDOC, COMPLAINANT, VS. ATTY. OLIMPIO R. DATU, RESPONDENT.

D E C I S I O N

JARDELEZA, J.:

The Case

On February 22, 2011, the Office of the Bar Confidant (OBC) received a *Sinumpaang Salaysay*^[1] signed by complainant Edigardo V. Bondoc, (Bondoc) seeking the disbarment of respondent Atty. Olimpio R. Datu (Datu) for alleged violations of the Code of Professional Conduct. Acting on this matter, this Court required Datu to file his comment.^[2] After this, the parties were required to attend a series of mandatory conferences before the Integrated Bar of the Philippines (IBP) Commission on Bar Discipline. Upon filing of their position papers at the end of the mandatory conference, the Commission on Bar Discipline rendered its report and recommendation. The IBP adopted the recommendation with modification and forwarded the resolution to this Court.

The Facts

Bondoc claims that sometime in November 2006, he consulted Datu regarding a civil case for damages that he intended to file against a certain John Paul Mercado (Mercado). Bondoc disclosed to Datu that he figured in a vehicular accident caused by Mercado. Because of his injuries, Bondoc had to be hospitalized and was forced to spend P100,000 in medical expenses. Mercado attempted to settle the matter with him but he was paid the small sum of P30,000. Bondoc thus sought to hire Datu to file a civil case for damages. Datu assured Bondoc that given the facts, he had a strong case. Bondoc and Datu then agreed that Datu will handle the filing of the case. In return, Bondoc undertook to pay Datu P25,000 in attorney's fees. Bondoc complied with his obligation by paying Datu in two installments. He paid P15,000 on February 6, 2007 and P10,000 on August 6, 2007. The checks covering these payments were received by a certain Tess Pano, a staff in Datu's office. Bondoc also turned over to Datu all the documents pertinent to the civil damages case. He then regularly followed up on the progress of the case. However, Datu persistently told him to give the court more time.^[3]

Meanwhile, on February 12, 2008, Bondoc consulted Datu about a complaint for *estafa* and illegal recruitment which he intended to file against Ronald De Auzen (Auzen) and Nor-ain M. Blah (Blah). He relayed to Datu that he had already sent demand letters with the assistance of a certain SPO2 Jose Alamin Ho of the

Pampanga Police and that he only needed help in drafting affidavits. Datu offered his services in drafting the affidavits for Bondoc and two other persons also intending to file cases against Auzen and Blah. For this service, Datu charged the total amount of P1,200.^[4]

More than a year later, Datu still made no reports to Bondoc regarding the civil case for damages. When Bondoc inquired with the trial court in San Fernando City, he was informed that no civil suit for damages was filed against Mercado in his behalf. Bondoc then asked Datu about the status of the case without disclosing that he had already inquired with the court. Datu requested Bondoc to return the next day. When he returned, Datu showed him a letter^[5] dated May 5, 2008 which Datu supposedly sent to Mercado inviting the latter to a meeting to discuss a possible settlement of the case. On the date set for the conference, only Bondoc attended. Datu related to Bondoc that he had talked to Mercado's lawyer who informed him that Mercado had already paid Bondoc P500,000 in settlement. Bondoc denied this and presented to Datu the acknowledgment receipt showing that he was only paid P30,000. Bondoc further claims that he requested Datu to pursue the case and the latter acceded. However, notwithstanding the several months that had passed, Datu still took no steps to file the civil case. Because of this, Bondoc demanded the return of the P25,000 which he paid. Datu, however, refused.^[6]

In his comment,^[7] Datu vehemently denied Bondoc's allegations. He claims that sometime in November 2006, Bondoc went to his office to hire him as a lawyer in connection with the case for civil damages which Bondoc intended to file against Mercado. Datu states that Bondoc told him he only received a measly sum of P30,000 from Mercado because of the accident. Believing that Bondoc had a meritorious cause of action, Datu agreed to represent him. Bondoc returned to his office in February 2007 to deliver two checks, worth P15,000, to cover his attorney's fees.^[8] Datu alleges that he sent a letter to Mercado inviting him to a conference with Bondoc before the case was filed in court. To prove this, he attached as Annex 1 of his comment a letter^[9] dated May 5, 2008. He then claims that Mercado's counsel called him and told him that Mercado had already settled the matter and paid Bondoc P500,000.^[10] As proof of this, Datu attached to his comment an unsigned document purporting to be the affidavit^[11] of a certain Hector Mercado claiming to be the father of Mercado and asserting that he settled his son's liability to Bondoc through the payment of P500,000. Datu states that he confronted Bondoc about this matter who eventually admitted that he did, in fact, receive P500,000. Because of this, Datu no longer filed the complaint.^[12]

Datu further claims that Bondoc also employed his legal services for the filing of an *estafa* and illegal recruitment case. He alleges that he drafted the complaint-affidavit for Bondoc and two other complainants. They purportedly agreed that Bondoc will give Datu a personal computer as payment for his attorney's fees. Datu also said that Bondoc also obtained his services in drafting demand letters. However, due to an unexpected turn of events, their lawyer-client relationship was terminated. According to Datu, he was surprised when Bondoc started demanding the refund of P15,000. He explained that while it is true that Bondoc gave him two checks in the amount of P8,000, Bondoc had supposedly intended this as payment of Datu's attorney's fees for his legal services to certain Spouses Gonzales. Bondoc had allegedly owed the Spouses Gonzales a sum of money.^[13]

IBP Commissioner Jaime G. Oracion (Commissioner Oracion) recommended that Datu be found liable for violating Rule 16.03 of Canon 16, Canon 17, and Rule 18.03 of Canon 18 of the Code of Professional Responsibility, suspended from the practice of law for three months, and ordered to pay Bondoc P25,000 with legal interest.^[14] The IBP Board of Governors adopted Commissioner Oracion's recommendation with modification. It increased the amount from P25,000 to P30,000 and decreased the period of suspension from three months to one month.^[15]

The Ruling of the Court

We agree with the IBP's findings that Datu breached his obligation under the Code of Professional Responsibility.

Bondoc's allegation is clear and simple. He obtained Datu's services to file a civil case for damages. Datu agreed and received P25,000 as attorney's fees. This amount was paid in two installments - P15,000 on February 6, 2007 and P10,000 on August 6, 2007. However, instead of filing the civil case for damages, Datu did nothing. He only acted more than a year later when Bondoc demanded for an update as to the progress of the case. Further, even when Datu finally decided to render the legal service he promised, all he did was to draft a letter inviting Mercado to a meeting. This meeting never took place. After this, Datu chose to no longer act on the matter. Datu admitted these in his pleadings.^[16]

While Datu insists that he properly performed his obligation as Bondoc's lawyer in the case for civil damages, the evidence clearly shows that the only effort that Datu made was to write a letter to Mercado 18 months from the time that Bondoc obtained his services. This letter purportedly invited Mercado to a meeting. This meeting, however, did not push through as Datu claims that Mercado's counsel had informed him that Mercado had already settled the matter by paying Bondoc P500,000. While Bondoc asserts that he denied Mercado's version and even presented to Datu the acknowledgment receipt showing that he received a mere P30,000, Datu, instead of endeavoring to ascertain the truth of Mercado's claim, merely decided to believe Mercado's story hook, line and sinker. Datu attempts to prove his claim by presenting an affidavit allegedly signed by a certain Hector Mercado stating that Bondoc had already been paid P500,000. The document, however, is both unsigned and undated. Datu claims that this document was lifted from his computer files. Elementary rules of evidence prevent us from giving weight to this affidavit. Neither has its due execution or authenticity been established.^[17]

While Datu claims that he has no obligation to return Bondoc's payment because he purportedly rendered other legal services, no proof exists in the record to show that he legally represented Bondoc in any case for which the latter owes him payment. Datu points to a complaint-affidavit which he allegedly assisted Bondoc in drafting. The document attached to prove this does not in any way show that Datu indeed provided such assistance. He also asserts that he drafted demand letters for Bondoc. We note that there are two sets of demand letters presented to establish this allegation. None of these letters prove Datu's story. One set of demand letters themselves clearly state that they were drafted with the assistance of a certain SPO2 Jose Alamin Ho.^[18] Meanwhile, the other set shows Datu as counsel but