

THIRD DIVISION

[A.C. No. 6056, September 09, 2015]

**FELICISIMA MENDOZA VDA. DE ROBOSA, COMPLAINANT, VS.
ATTYS. JUAN B. MENDOZA AND EUSEBIO P. NAVARRO, JR.,
RESPONDENTS.**

D E C I S I O N

VILLARAMA, JR., J.:

Before us is a complaint for disbarment against Atty. Juan B. Mendoza (Atty. Mendoza) for alleged deceitful acts against his client, and Atty. Eusebio P. Navarro, Jr. (Atty. Navarro) for negligence in the handling of his client's defense in the collection case filed by Atty. Mendoza.

Factual Antecedents

Eladio Mendoza (Eladio) applied for original registration of two parcels of land (Lot Nos. 3771 and 2489) situated in Calamba, Laguna before the Community Environment and Natural Resources Office (CENRO) at Los Banos, Laguna and Land Management Bureau (LMB) in Manila.^[1] While his application was still pending, Eladio died leaving all his children as heirs to his estate; among them is herein complainant Felicisima Mendoza Vda. De Robosa (Felicisima). Eladio's children pursued the application and executed a Special Power of Attorney^[2] (SPA) in favor of Felicisima. Their relative, Atty. Mendoza, prepared and notarized the said SPA. They also engaged the services of Atty. Mendoza as their counsel in the proceedings before the CENRO and LMB.

On February 20, 1993, upon the behest of Atty. Mendoza, Felicisima signed a Contract for Service^[3] prepared by Atty. Mendoza. The said contract stipulated that in the event of a favorable CENRO or LMB resolution, Felicisima shall convey to Atty. Mendoza one-fifth (1/5) of the lands subject of the application or one-fifth (1/5) of the proceeds should the same property be sold.

The CENRO and the LMB proceedings resulted in the dismissal of Felicisima and her siblings' application for Lot No. 2489 and the partial grant of their application for Lot No. 3771.^[4] The Bureau of Lands issued an Original Certificate of Title (OCT) covering one-third (VV) or about 8,901 square meters of Lot No. 3771 in the names of Felicisima and her siblings. Subsequently, Felicisima and her siblings sold the land to Greenfield Corporation (Greenfield) and received the amount of P2,000,000.00 as down payment.

On October 15, 1998, Atty. Mendoza, joined by his wife Filomena S. Mendoza, filed in the Regional Trial Court (RTC) of Tanauan, Batangas a Complaint^[5] against Felicisima and her siblings (Civil Case No. T-1080). Atty. Mendoza claimed that

except for the amount of P40,000.00, Felicisima and her siblings refused to pay his attorney's fees equivalent to 1/5 of the proceeds of the sale of the land as stipulated in the Contract for Service.

In their Answer with Counterclaim,^[6] Felicisima and her siblings denied the "existence and authenticity of the x x x Contract of Service," adding that it did not reflect the true intention of the parties as they only agreed to pay Atty. Mendoza P1,500.00 per appearance and up to P1,500.00 for gasoline expenses. They also asserted that, based on *quantum meruit*, Atty. Mendoza is not entitled to the claimed attorney's fees because they lost in one case and he failed to accomplish the titling of the land awarded to them, which would have enhanced the value of the property.

Felicisima and her siblings hired the services of Atty. Navarro as their counsel in Civil Case No. T-1080.

On March 29, 2000, the RTC rendered judgment in favor of Atty. Mendoza and against Felicisima and her siblings. The RTC ruled that Felicisima failed to substantiate her claim that she did not enter into a contingency contract for legal services with Atty. Mendoza, and ordered Felicisima to pay Atty. Mendoza P1,258,000.00 (for the land sold at P7,120,800.00) representing attorney's fees as well as the total cost of suit.^[7]

Atty. Navarro then filed a Notice of Appeal^[8] on behalf of Felicisima. However, Atty. Mendoza moved for an execution pending appeal with the RTC. Since no opposition was filed by Felicisima and her siblings, the RTC granted the said motion and issued a writ of execution, which resulted in the levy and eventual transfer of Felicisima's properties covered by Transfer Certificate of Title Nos. T-433859 and T-433860 in favor of Atty. Mendoza as the highest bidder in the execution sale.^[9]

Meanwhile, the Court of Appeals (CA) ordered Felicisima to file an appellant's brief but Atty. Navarro failed to file the same within the period granted by the CA. Consequently, the CA dismissed Felicisima's appeal for non-compliance with Section 1(e), Rule 50 of the Revised Rules of Court.^[10]

On June 3, 2003, Felicisima filed a complaint-affidavit for disbarment before this Court against Atty. Mendoza for allegedly deceiving her into signing the Contract for Service by taking advantage of her illiteracy, and against Atty. Navarro for dereliction of duty in handling her case before the CA causing her properties to be levied and sold at public auction.^[11]

Felicisima alleges that Atty. Mendoza made her sign a document at her house without the presence of her siblings. Said document (Contract for Service) was written in English which she does not understand. She claims that Atty. Mendoza told her the document will shield her from her siblings' possible future claims on the property because she alone is entitled to the property as her siblings did not help her in processing the application for original registration. She was not given a copy of the said document and she discovered only during the trial that Atty. Mendoza anchors his claim over Vs of proceeds from the sale of the land awarded by the CENRO and LMB on the same document she had signed.^[12]

As to Atty. Navarro, Felicisima claims that her case before the CA was neglected despite repeated follow-ups on her part. She also points out that Atty. Navarro abandoned her case before the RTC when the latter failed to file an opposition to Atty. Mendoza's motion for execution pending appeal, which resulted in the loss of her properties.^[13]

In his Comment,^[14] Atty. Mendoza avers that he has been a lawyer since 1954 and retired sometime in 1983 due to partial disability. He went back to practicing his profession in 1996 on a selective basis due to his disability but completely stopped a year after. Being 82 years of age at the time of filing his comment, Atty. Mendoza admits that he is now totally disabled, cannot walk on his own, cannot even write and sign his name, and can only move about with the help of his family for he has been suffering from a severe case of "acute gouty arthritic attack" which causes extreme difficulty in moving virtually all his joints. He points out that he had previously handled *pro bono* a concubinage case filed by Felicisima against her husband, having yielded to her repeated pleas as she was then financially hard-up and psychologically distraught. For the application with the CENRO and LMB, he agreed to be paid for his legal services on a contingent basis, which contract was subsequently found by the RTC to be valid. When it was time to collect his attorney's fees, Felicisima and her siblings refused to pay him without any justifiable reason and even threatened to shoot him if he continued to press for his compensation. This left Atty. Mendoza with no other recourse but to avail of the judicial process to enforce his claim.

Replying to the comment of Atty. Mendoza, Felicisima maintains that she did not understand the contents of the Contract for Service and if it was truly their agreement (contingent basis) they would not have given money to Atty. Mendoza amounting to P66,000.00. In fact, she points out that Atty. Mendoza failed to recover one of the lands applied for and to have the land awarded to them titled because he became ill. Further, she denies the allegation that she and her siblings threatened to shoot Atty. Mendoza for how could they do it to a lawyer who will certainly have them jailed. Besides, he never mentioned such incident during the hearing of the case.

On his part, Atty. Navarro asserts that he did his best to win Felicisima's case although he was unsuccessful. He explains that even before handling Felicisima's case, he had been saddled by many cases involving politicians and sympathizers, having previously served as councilor in the Municipality of Sto. Tomas, Batangas for two consecutive terms. He thus emphasized to Felicisima that in order to "keep the case alive", he could file the Notice of Appeal in her behalf, and instructed her to look for another lawyer who has the time to attend to her case and that she would return to him only when she failed to get one. However, Atty. Navarro admits that since he was too preoccupied with so many cases in the local courts, he had altogether forgotten about Felicisima's case, not having seen her again as per their agreement.

Atty. Navarro avers that after a long time Felicisima suddenly showed up at his office complaining why there was no appellant's brief filed on her behalf at the CA. He claims that Felicisima blamed her and even accused him of conniving with Atty. Mendoza. Felicisima would not accept his explanation and she obviously failed to

understand his earlier instruction as he had filed the Notice of Appeal precisely to give her enough time to secure the services of a new lawyer having told her that he was quite busy with his other cases. He therefore pleads for mercy and compassion if he had somehow committed some lapses considering that this is the first time he was charged administratively in his almost 39 years of law practice and that he is too willing to take complainant's cause if not for such apparent miscommunication between a lawyer and his client.^[15]

On December 7, 2005, the Court referred the case to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation.^[16]

On November 6, 2006, Felicisima filed a position paper^[17] reiterating that Atty. Mendoza clearly abused the trust and confidence she reposed in him, depriving her of her material possessions by filing suit to enforce the Contract for Service. She asserted that they could not have entered into a contract with Atty. Mendoza for the conveyance of a portion of the land to be awarded by the Bureau of Lands as his attorney's fees because they already agreed to pay his fee per hearing plus transportation expenses and the sum of P40,000.00. She contended that Atty. Mendoza should be held liable for deceit and misrepresentation for tricking her to sign, to her detriment, a document that she did not understand.

As to Atty. Navarro, Felicisima maintained that he abandoned his responsibility to monitor and keep her updated of the status of her case before the CA. She also alleges that Atty. Navarro made it appear to her that he had already filed the appellant's brief when, in fact, there was no such undertaking. She thus prayed that Atty. Navarro be held liable for negligence in the conduct and manner of handling her case before the CA.

IBP's Report and Recommendation

After two postponements, the mandatory conference was finally held on September 25, 2006 where all parties appeared except for Atty. Mendoza. Upon termination of the hearing, the parties were required to file their position papers but only Felicisima complied.

On March 6, 2007, the Investigating Commissioner of the IBP-Commission on Bar Discipline (CBD) submitted her Report and Recommendation^[18] finding Atty. Mendoza guilty of taking advantage of Felicisima's ignorance just to have the Contract for Service signed. She held that Atty. Mendoza violated Canon 17 of the Code of Professional Responsibility (CPR) that a lawyer owes fidelity to the cause of his client and shall be mindful of the trust and confidence reposed on him, as well as Rule 20.04, Canon 20 which exhorts lawyers to avoid controversies with clients concerning matters of compensation and to resort to judicial action only to prevent imposition, injustice or fraud.^[19]

As to Atty. Navarro, the Investigating Commissioner held that his participation in politics affected his law practice and caused him to forget about Felicisima's case. Having failed to file the appellant's brief as ordered by the CA, Atty. Navarro even filed a Motion to Withdraw Appearance at a very late stage, leaving no time for Felicisima to secure the services of another lawyer. His infraction caused the eviction

of Felicisima and her children from their residence by virtue of the writ of execution and public auction of her real properties. The Investigating Commissioner further said that Atty. Navarro's acts showed lack of diligence in violation of Canon 18 of the CPR and his Lawyer's Oath.^[20]

The Investigating Commissioner recommended that both Atty. Mendoza and Atty. Navarro be suspended for two (2) years from the practice of law.^[21]

On September 19, 2007, the IBP Board of Governors issued a Resolution^[22] modifying the Investigating Commissioner's Report and Recommendation by lowering the period of suspension from two (2) years to six (6) months.

Atty. Navarro filed a motion for reconsideration^[23] contending that the IBP Board of Governors failed to consider that after the filing of the Notice of Appeal, there was no more lawyer-client relationship between him and Felicisima. Insisting that there was a miscommunication between him and Felicisima regarding his instruction that she should engage the services of another lawyer after the filing of the Notice of Appeal, he stressed that she only later found it difficult to scout for a new lawyer because she was being charged exorbitant acceptance fees. Hence, Felicisima should be held equally negligent in not hiring the services of another lawyer despite a clear understanding to this effect. He further cites the lack of communication between him and Felicisima, which resulted in the late filing of the Notice of Withdrawal that she volunteered to file a long time ago.

In her comment to Atty. Navarro's motion for reconsideration, Felicisima reiterated that Atty. Navarro should be held liable for negligence in failing to update her of the status of the case and admitting such oversight. She claims that despite several demands, Atty. Navarro ignored them and made himself scarce.^[24]

On February 28, 2012, the IBP-CBD forwarded the case to this Court for proper disposition pursuant to Section 12, Rule 139-B of the Rules of Court. Among the records transmitted was the Resolution dated January 15, 2012 denying the motion for reconsideration filed by Atty. Navarro.^[25]

The Court's Ruling

The Court has consistently held that in suspension or disbarment proceedings against lawyers, the lawyer enjoys the presumption of innocence, and the burden of proof rests upon the complainant to prove the allegations in his complaint. The evidence required in suspension or disbarment proceedings is preponderance of evidence. In case the evidence of the parties are equally balanced, the equipoise doctrine mandates a decision in favor of the respondent.^[26] For the Court to exercise its disciplinary powers, the case against the respondent must be established by clear, convincing and satisfactory proof.^[27]

Preponderance of evidence means that the evidence adduced by one side is, as a whole, superior to or has greater weight than that of the other.^[28] It means evidence which is more convincing to the court as worthy of belief than that which is offered in opposition thereto.^[29] Under Section 1 of Rule 133, in determining