

THIRD DIVISION

[A.C. NO. 5655, April 22, 2005]

VALERIANA U. DALISAY, COMPLAINANT, VS. ATTY. MELANIO MAURICIO, JR., RESPONDENT.

DECISION

SANDOVAL-GUTIERREZ, J.:

The instant case stemmed from a verified letter-complaint dated February 21, 2002 filed with this Court by Valeriana U. Dalisay against Atty. Melanio "Batas" Mauricio, Jr. for demanding and receiving exorbitant attorney's fees but did not take any action on her case.

In her complaint, Dalisay alleged that she was impressed by the pro-poor and pro-justice advocacy of respondent, a media personality. So she engaged his services as her counsel in Civil Case No. 00-44, wherein she is the defendant, pending before the Municipal Trial Court of Binangonan, Rizal. After consulting with respondent, she handed to him all the pertinent documents. In turn, respondent demanded P25,000.00 as acceptance fee which she paid. Then respondent asked her to pay P8,000.00 as filing fee. She paid the amount although she knew that Civil Case No. 00-44 was already filed with the court.

After a month, complainant approached respondent to follow-up her case. Respondent demanded additional acceptance fee, or a total of P90,000.00, with the explanation that he can give a discount should she pay in cash. Respondent also asked her to pay him P3,000.00 as appearance fee.

Complainant raised an additional amount and paid respondent the total sum of P48,000.00. Adding to this amount P8,000.00 filing fee, her total payment was P56,000.00.

Complainant further alleged that notwithstanding her payments, respondent never rendered any legal service for her in Civil Case No. 00-044. As a result, she terminated their attorney-client relationship and demanded the return of her money and documents. However, he refused to do so.

In his comment, respondent denied complainant's charge. He claimed that Atty. Oliver Lozano referred her to him to defend her in Civil Case No. 00-044. He explained to her that she is not covered by the free legal services being rendered by his office. Thus, she would be treated as a regular client. Accordingly, his acceptance fee would be One Hundred Thousand (P100,000.00) Pesos. In addition, she would be charged for any pleading and paper filed with the court, plus an appearance fee of P3,000.00.

A few days later, Atty. Lozano called respondent and asked him to reduce his

acceptance fee. He then agreed and asked only P25,000.00 for which complainant was very grateful.

Respondent denied demanding P8,000.00 as filing fee in Civil Case No. 00-044. He clarified that such fee was intended for another case he would file for complainant, aside from Civil Case No. 00-044.

Respondent also alleged that he asked complainant to bring her son-in-law to his office for a conference and to submit to him the necessary documents to enable him to prepare the filing of the complaints in order to protect her rights over the subject property. But complainant did not heed his advice. Instead, she returned to his office and told him that she was no longer interested in retaining his services. She then demanded a refund of the amounts she paid.

According to respondent, he rendered legal services to complainant by way of legal advice and opinions on all her problems and those of her family. Consequently, he had every right to collect attorney's fees from her. He prayed that the instant complaint be dismissed.

On September 18, 2002, we resolved to refer this case to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation.

In her Report and Recommendation dated January 13, 2004, Commissioner Lydia A. Navarro of the IBP Commission on Bar Discipline made the following findings -

"It is evident that for the amount of P56,000.00 paid by the complainant as reflected in the duly signed official receipts of respondent's law office, no action had been taken nor any pleadings prepared by the respondent except his alleged conferences and opinions rendered when complainant frequented his law office, as his legal services.

In view thereof, when complainant decided to withdraw respondent's services as her counsel due to inaction; it is quite fair and incumbent upon the respondent to return whatever amount the complainant had already paid in the amount of P56,000.00 and the latter to compensate respondent for reasonable consultation fees due him which was not included in their retained agreement."

and recommended as follows:

"Wherefore, premises considered, it is respectfully recommended that the complaint against Atty. Melanio 'Batas' Mauricio, Jr., be dismissed and the respondent be required to refund the amount of Fifty Six Thousand Pesos (P56,000.00) to the complainant within two (2) months from receipt hereof, with the advice to be more discreet and cautious in dealing with clients relative to assessment and receipt of required fees in the future, specially those assisted by him through referral and accommodation; otherwise severe penalty will be imposed.

Complainant is likewise ordered to pay respondent consultation fee equivalent to twenty percent (20%) of the whole amount of P56,000.00.