

FIRST DIVISION

[A.C. No. 6210, December 09, 2004]

FEDERICO N. RAMOS, COMPLAINANT, VS. ATTY. PATRICIO A. NGASEO, RESPONDENT.

DECISION

YNARES-SATIAGO, J.:

This is a complaint for suspension of respondent Atty. Patricio A. Ngaseo for violation of the Code of Professional Responsibility and Article 1491 of the Civil Code by demanding from his client, complainant Federico N. Ramos, the delivery of 1,000 square meters of land, a litigated property, as payment for his appearance fees.

The facts as narrated by the complainant are as follows:

Sometime in 1998, complainant Federico Ramos went to respondent Atty. Patricio Ngaseo's Makati office to engage his services as counsel in a case^[1] involving a piece of land in San Carlos, Pangasinan. Respondent agreed to handle the case for an acceptance fee of P20,000.00, appearance fee of P1,000.00 per hearing and the cost of meals, transportation and other incidental expenses. Complainant alleges that he did not promise to pay the respondent 1,000 sq. m. of land as appearance fees.^[2]

On September 16, 1999, complainant went to the respondent's office to inquire about the status of the case. Respondent informed him that the decision was adverse to them because a congressman exerted pressure upon the trial judge. Respondent however assured him that they could still appeal the adverse judgment and asked for the additional amount of P3,850.00 and another P2,000.00 on September 26, 2000 as allowance for research made.^[3]

Although an appeal was filed, complainant however charges the respondent of purposely failing to submit a copy of the summons and copy of the assailed decision. Subsequently, complainant learned that the respondent filed the notice of appeal 3 days after the lapse of the reglementary period.

On January 29, 2003, complainant received a demand-letter from the respondent asking for the delivery of the 1,000 sq. m. piece of land which he allegedly promised as payment for respondent's appearance fee. In the same letter, respondent also threatened to file a case in court if the complainant would not confer with him and settle the matter within 30 days.

Respondent alleged that sometime in the late 1997, a former client, Federico Ramos and his brother, Dionisio, went to his Makati office to engage his professional services in connection with a 2-hectare parcel of land situated in San Carlos, Pangasinan which the complainant's family lost 7 years earlier through an execution

sale in favor of one Alfredo T. Castro. Complainant, who was deaf and could only speak conversational Tagalog haltingly, was assisted by his brother Dionisio. They came all the way from Pangasinan because no lawyer in San Carlos City was willing to handle the case. Complainant, through Dionisio, avers that he has consulted 2 local lawyers but did not engage their services because they were demanding exorbitant fees. One local lawyer was willing to handle the case for at least one-half of the land involved as his attorney's fee, plus cash expenses, while the other asked for ¼ of the land in addition to a large sum of money. Respondent agreed to handle the case for an acceptance fee of P60,000.00 plus an appearance fee of P3,000.00 per hearing. Complainant told him that he would consult his siblings on the matter.

Six months later, *i.e.*, in April 1998, complainant, assisted by one Jose Castillo, went to respondent's office to discuss the legal fees. Complainant, through Castillo, told respondent that he was willing to pay an acceptance fee of P40,000.00, P20,000.00 of which shall be paid upon engagement and the remaining P20,000.00 to be paid after their treasure hunt operations in Nueva Viscaya were terminated. Further, complainant offered, in lieu of P3,000.00 per appearance, 1,000 sq. m. of land from the land subject matter of the case, if they win, or from another piece of property, if they lose. In addition, complainant also offered to defray the expenses for transportation, meals and other incidental expenses. Respondent accepted the complainant's offer.

Respondent claims that after the trial court dismissed Civil Case No. SCC 2128, he filed a timely notice of appeal and thereafter moved to be discharged as counsel because he had colon cancer. Complainant, now assisted by one Johnny Ramos, implored respondent to continue handling the case, with an offer to double the 1,000 sq. m. piece of land earlier promised and the remaining balance of P20,000.00 acceptance fee. Johnny Ramos made a written commitment and gave respondent's secretary P2,000.00 of the P3,850.00 expenses for the preparation of the appellant's brief.

On July 18, 2001, the Court of Appeals rendered a favorable decision ordering the return of the disputed 2-hectare land to the complainant and his siblings. The said decision became final and executory on January 18, 2002. Since then complainant allegedly failed to contact respondent, which compelled him to send a demand letter on January 29, 2003.

On February 14, 2003, complainant filed a complaint before the IBP charging his former counsel, respondent Atty. Ngaseo, of violation of the Code of Professional Responsibility for demanding the delivery of 1,000 sq. m. parcel of land which was the subject of litigation.

In a report dated July 18, 2003, IBP Commissioner Rebecca Villanueva-Maala found the respondent guilty of grave misconduct and conduct unbecoming of a lawyer in violation of the Code of Professional Responsibility and recommended that he be suspended from the practice of law for 1 year.^[4]

On August 30, 2003, the IBP Board of Governors passed Resolution No. XVI-2003-47 the full text of which reads:^[5]

RESOLVED to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED, the Report and Recommendation of the Investigating