

## SECOND DIVISION

[ A.C. No. 5480, September 29, 2003 ]

**LEILANI OCAMPO-INGCOCO AND BALTAZAR D. OCAMPO,  
COMPLAINANTS, VS. ATTY. ALEJANDRO G. YRREVERRE, JR.,  
RESPONDENT.**

### D E C I S I O N

**CALLEJO, SR., J.:**

In a verified Complaint dated July 11, 2001,<sup>[1]</sup> Leilani Ocampo-Ingcoco and Baltazar D. Ocampo filed an administrative complaint before the Court charging respondent Atty. Alejandro G. Yrreverre, Jr. for "unethical and unprofessional conduct in violation of his duty as a lawyer,"<sup>[2]</sup> praying that on the basis of the facts alleged therein, the said respondent be disbarred and/or administratively sanctioned.

The complainants alleged that on April 17, 2000, the respondent notarized a falsified Deed of Absolute Sale<sup>[3]</sup> involving a parcel of land then registered under the name of their parents, Pacita and Hermilindo Ocampo under Transfer Certificate of Title (TCT) No. T-31064.<sup>[4]</sup> The alleged vendee, Rosita S. Billones, falsified their father's signature and caused the notarization of the deed before the respondent. The complainants alleged that on the date the Deed of Absolute Sale was purportedly notarized, their mother was in Isabela with her children. As such, it was impossible for her to appear before the respondent on the said date. Furthermore, their father, Hermilindo, had been dead for more than a year and could not have appeared before the respondent to attest to the truth of the matters contained in the deed.

The respondent's illegal act of notarizing the said deed without the parties thereto appearing before him was compounded by the fact that he even placed a Community Tax Certificate (CTC) Number, which was not issued to Pacita, but to a certain Edelia M. Balingan on March 6, 2000.<sup>[5]</sup> As a consequence of the respondent's acts, Rosita Billones and her husband were able to transfer the subject property in their names despite the non-payment of the purchase price. TCT No. T-31064 was thus cancelled, and a new TCT was issued in the name of the Billones Spouses, TCT No. T-75256.<sup>[6]</sup>

The complainants later learned that the respondent apparently had a personal interest in the subject property, as it was later mortgaged to JCY Loans and Mortgage, Inc., a company owned by the respondent, and for whom the latter also acted as legal counsel. Rosita Billones secured a loan from JCY Loan and Mortgage, Inc. and used the subject property as collateral.<sup>[7]</sup>

On November 15, 2000, Pacita filed a civil case for nullification of the deed of sale and reconveyance of title to real property before the Regional Trial Court of Las Piñas City, Branch 275, docketed as Civil Case No. LP-00-230.<sup>[8]</sup> In an apparent

attempt to protect his interests, the respondent entered his appearance as counsel for the Billones Spouses.<sup>[9]</sup> The complainants also filed a criminal case for estafa through falsification against the Billones Spouses.<sup>[10]</sup>

The complainants further alleged that the respondent, although acting as counsel for the Billones Spouses in the said civil case, also acted as counsel for JCY Loans and Mortgage, Inc., which had earlier filed a civil case against the same spouses.<sup>[11]</sup> The respondent also entered his appearance as counsel for JCY Loans and Mortgage, Inc., which moved to intervene in Civil Case No. LP-00-0230.<sup>[12]</sup> According to the complainants, such act of the respondent was unprofessional and unethical, as he counseled for parties with conflicting interests. Furthermore, based on the respondent's actuations and those of the Billones Spouses, it was most likely that they connived with one another in defrauding the Ocampo family.<sup>[13]</sup>

On May 24, 2001, the respondent wrote a letter to the Ocampo family, denying the charges against him, thus:

1. Before the execution of the Deed of Sale, you together with Debbi Abendano and Mrs. Billones personally came to the office of our client at Makati City on or before April 2000, and requested to accommodate the loan application of Mrs. Billones using your house and lot as collateral so that the loan proceeds thereof, part of which, will be paid to you as additional of her down payment of PHP=1,000,000.
2. As a matter of fact, you personally submitted to our client through the undersigned lawyer the following documents: (a) Your receipt of the down payment of PHP=1,000,000 from Sps. Billones, (b) Contract to Sell between Sps. Billones and yourself; (c) Philamlife and (d) Price Smart ID's and (e) your Cedula, copies of which are hereto attached as Annexes "A", "B", "C", "D" and "E";
3. Further, you were the one who personally delivered to the undersigned the original copy of TCT No. 31064 together with other related documents such as tax declarations, vicinity map. In addition, you even signed in the presence of the undersigned a Special Power of Attorney (copy of which is hereto appended as Annex "F") empowering Mrs. Billones to use your real property as collateral with our client;
4. Finally, you executed the subject Deed of Sale in front of ATTY. ALEJANDRO G. YRREVERRE, JR. together with the witnesses in favor of SPS. Billones for the sum of PHP=1,000,000. When asked by the notary public about the signing of your husband, you requested that he will sign it in your house because your husband is so sick and old and that he could not come to office for that purpose. Banking on your representation, the notary public agreed and later the said Deed of Sale was returned back to the latter.<sup>[14]</sup>

In a Resolution dated April 3, 2002, the Court referred the case to the Integrated Bar of the Philippines (IBP), for investigation, report and recommendation/decision.

Commissioner Dennis B. Funa of the IBP Commission on Bar Discipline thereafter submitted a Report and Recommendation dated July 4, 2002, with the following findings and recommendations:

1. On the Charge of Conflict of Interest.

We adopt *in toto* the arguments of respondent in quoting Canon 6, Canon[s] of Professional Ethics, which provides for an exception to the rule on conflict of interest, to wit:

"except by express consent of all the parties concerned given after a full disclosure of facts."

2. On the charge of Notarizing Deed of Sale Without the Affiants.

Respondent herein had all but **admitted** this particular charge and, in fact, **is willing to face the appropriate sanction**. Respondent furthermore pleads for leniency and consideration.

Accordingly, Respondent is found NOT GUILTY with respect to the charge of Conflict of Interest. However, Respondent is found **GUILTY** of notarizing a document supposedly executed by Mr. Hermilindo P. Ocampo, who was actually deceased at the time of the notarization. Respondent is also found GUILTY and responsible for the use of a Community Tax Certificate (CTC) that did not belong to affiant Mrs. Pacita Ocampo, but instead belonged to another person.

**PREMISES CONSIDERED**, it is submitted that respondent is **GUILTY** of the offenses charged, discussed above, and should be given the penalty of **ONE (1) MONTH SUSPENSION** with a **STERN WARNING** that repetition of said acts will warrant a more severe penalty.<sup>[16]</sup>

***On the issue of  
representing clients with  
conflicting interests***

The respondent cannot be held liable for representing conflicting interests in acting as defense counsel for the Billiones Spouses in Civil Case No. LP-00-0230 while acting as counsel for defendant-intervenor JCY Loans and Mortgage, Inc. in the same case. The evidence presented by the respondent shows that when the Billiones Spouses secured his services as counsel, they were made fully aware of the pertinent facts and circumstances. Their consent and written conformity was obtained after full disclosure of the facts of the case.<sup>[17]</sup> They even submitted a verified written manifestation of conformity to show proof that the respondent was hired with their approval.<sup>[18]</sup>

One of the recognized exceptions to the rule against a lawyer's representation of clients with conflicting interests is where the clients knowingly consent to the dual representation after the prospective counsel makes full disclosure of the facts to the parties.<sup>[19]</sup>