

THIRD DIVISION

[A.C. No. 2024, March 11, 1996]

SALVADOR T. CASTILLO, COMPLAINANT, VS. ATTY. PABLO M. TAGUINES, RESPONDENT.

DECISION

PANGANIBAN, J.:

In resolving this rather ancient disbarment complaint, this Court reiterates the rule that a lawyer must at all times conduct himself with honesty and integrity and deal with his clients, as well as other people, in a manner beyond reproach. Pursuant to the Code of Professional Responsibility, he shall not "engage in unlawful, dishonest, immoral or deceitful conduct."

By a Resolution dated November 20, 1995, the First Division of this Court transferred this case to the Third. Thereafter, after careful deliberations and consultation on the submissions of the parties, the undersigned *ponente* - who took his oath as a member of the Court on October 10, 1995 - was assigned to write this Decision.

The Facts

The complainant alleged that respondent Atty. Pablo M. Taguines failed to deliver to him P500.00 representing the monetary settlement of a civil suit. The, complaint-affidavit, filed on April 25, 1979, reads:

"That I am one of the plaintiff (sic) in Civil Case No. 115265 of the Court of First Instance of Manila, Branch XXXIX, entitled Salvador T. Castillo, et al(.) versus Dolores Licup, et al(.), a copy of the complaint is here to (sic) attached as Annex 'A' and made integral part hereof;

That sometime in the second of (Sic) week of December 1978, a settlement of the case was agreed upon between the plaintiff and the defendant which was submitted in court and as a consequence of which the case was dismissed;

That in the settlement, defendant Mrs(.) Dolores Licup, represented by her counsel, Atty. Pablo Taguines (sic) has to pay me the amount of P500.00 as full payment of the consideration for dismissing the case against the defendant;

That as per agreement, Mrs. Dolores Licup will give the P500.00 to her counsel Atty(.) Pablo Taguines (sic) who will in turn give said amount to me or my counsel;

That while the case against the defendant was already dismissed, and while Mrs. Licup has already given the P500.00 to Atty. Pablo Taguine s (sic) and received by him, said Atty(.) Pablo Taguines, for reasons known only to himself for his personal benefit, and violation of our agreement, the trust and confidence of his client, Mrs(.) Licup and me as plaintiff, did not give to (sic) me the P500.00 which was legally due me even as the case against his client was already dismissed;

That it was only sometime in the second week of January, 1979 when I discovered from Mrs. Dolores Licup herself that as of December 16, 1978 she had already given the P500.00 to her counsel Atty. Pablo Taguines and she showed to me a certification signed by Atty. Taguines which is self(-) explanatory, a xerox copy of which is hereto attached as Annex 'B' of this affidavit complaint;

That I went personally several times to the address of Atty. Taguines at 55-B Scout Castor, Quezon City to demand for my money, but I was informed that he was in Tarlac, Tarlac, his home province; when I failed to contact, I even went to complain in Malacañang at Malacañang Assistance Center for confrontation but despite notices to him, he did not appear in said office;

That Atty. Taguines knows the office of my counsel, he knows the telephone number, but despite that knowledge he did not even called (sic) up or see my lawyer about the P500.00 which he received from Mrs. Licup to be paid to me;

That the act of Atty. Taguines is undeserving and unethical as a lawyer for having embezzled the P500.00 which does not belongs (sic) to him, considering that the case against his client has been dismissed by me already, and for which I can no longer re-file in court";^[1]

The complainant alternatively prayed that the respondent be either "reprimanded, suspended or disbarred for acts unbecoming of (sic) a lawyer."

On the other hand, the Comment^[2] of the respondent had attached to it the counter-affidavit he submitted in the criminal case of estafa (I.S. No. 79-11822) filed against him by the complainant, in which counter-affidavit he traversed the above-quoted accusations of the complainant, to wit:

"xxx xxx xxx

"2. That at the outset, I wish to deny vehemently as I hereby deny vehemently that I have neither (sic) embezzled the amount of P500 which I received from my client, Mrs. Dolores Licup in connection with Civil Case No. 115265 of the Court of First Instance of Manila, Branch XXXIX nor refused to give the same to complainant Salvador Castillo in the aforementioned I.S. No. 79-11822 for estafa;

3. That I wish also to deny vehemently as I hereby deny vehemently, for lack of knowledge and awareness as well as for lack of notice, the alleged confrontation at the Malacañang Assistance Center in connection with the

amount of P500 that is the subject matter of said preliminary investigation;

4. That *I admit having received from Mrs. Dolores Licup the amount of P500 to be given to Mr. Salvador Castillo but I never bound or committed myself to go out of my way to personally deliver the said amount to the (sic) Mr. Castillo or to his lawyer*; I do not know personally Mr. Castillo his address or residence in Silang, Cavite; I do not also know where he holds office here in Metro Manila, if he ever holds office here;

5. That, per our agreement, Mr. Castillo or his lawyer will call, or visit me to (sic) my office at Room 451, Republic Supermarket Bldg., Manila to inquire whether I was able to get some money from Mrs. Licup for Mr. Castillo in connection with the above-mentioned Civil Case; at that time a joint motion to dismiss signed by all the counsels (sic) has already been filed in said civil case after the parties have agreed to settle it amicably among themselves. Mr. Castillo has already received some money from my other client, Mr. Alex Sy, and he is requesting me to ask some money from Mrs. Licup as additional consideration for the settlement of the said case;

6. That both Mr. Castillo and his lawyer knew where I hold office at the time for they once held their office also at the same building: Room 430;

7. That his lawyer never called me or went to my office to get the money for Mr. Castillo;

8. That, however, I recall that, a few days after I received the P500 from Mrs. Licup, when I was out of the office, according to Mr. Angelito B. Yabut, who is the Treasurer of Philwide Cinema Corporation where I hold office at the said Room 451, a big man(,) by his description(,) came looking for me and introduced himself as Buddy but because I was out at the time, he left with a message that he will return after lunch or late in the afternoon;

9. That, having received the message when I came to the office that day, I wanted (sic) for this 'Buddy' who, however, never returned that day;

10. That, although I have never seen the man, I surmised (sic) that he was complainant Mr. Castillo because of Mr. Yabut's description, his name 'Buddy' - I have heard his lawyer call him by that nickname - and because I have been expecting him to be dropping by my office anytime in connection with the P500;

11. That I waited for him the following day as I was in the office preparing and finalizing some pleadings and other paper works in connection with some of my cases; but Mr. Castillo never came that day;

12. That, in view thereof, I gave to Mr. Angelito B. Yabut the P500 because he is the employee of Philwide Cinema who is always at the office and instructed him to give the money to one Mr. Salvador Castillo or his lawyer, Atty. Diosdado Dapucanta and to issue a receipt therefor;