

EN BANC

[A.C. No. 12085, February 26, 2020]

**IRENE R. PUNO, COMPLAINANT, VS. ATTY. REDENTOR S. VIAJE,
RESPONDENT.**

R E S O L U T I O N

PER CURIAM:

This administrative case arose from a verified Complaint-Affidavit^[1] filed by Irene R. Puno (complainant) against the respondent, Atty. Redentor S. Viaje (Atty. Viaje), before the Commission on Bar Discipline of the Integrated Bar of the Philippines (IBP) seeking the latter's disbarment from the practice of law. Complainant alleged that Atty. Viaje intimidated her into signing a Voting Trust Agreement thereby surrendering to the latter her shares in Goldmine Realty Development Corporation (GRDC) and making him the controlling stockholder and Corporate Secretary of GRDC.

The Facts

Complainant is one of the heirs of Magdalena T. Roque and a stockholder of GRDC, a domestic corporation with principal place of business at 46 Davidson St., West Bajac-Bajac, Olongapo City. Its primary business was to develop and sell lots in its subdivision, Magdalena Homes, in Olongapo City.^[2]

Sometime in November 2006, complainant's brother, Jose Roque, introduced her to Joaquin Sy (Sy), a contractor who encouraged them to enter into a business venture where the latter would construct houses on their subdivision lots. Sy, in turn, introduced his counsel, Atty. Viaje, to complainant.

Atty. Viaje offered his services as counsel for GRDC. GRDC's board of directors accepted, and on December 4, 2006, Atty. Viaje was formally appointed as GRDC's counsel.

In January 2007, Atty. Viaje asked complainant to sign an Affidavit of Non-Holding of Annual Stockholders Meeting of GRDC supposedly for the purpose of updating the corporation's General Information Sheet.^[3] Without her knowledge, Atty. Viaje made it appear that the said affidavit was executed and signed on December 20, 2006 when the same was in fact signed in January 2007.^[4]

Thereafter, complainant discovered that on March 20, 2007, Atty. Viaje, Sy, and a certain Aris Gozun (Gozun) became stockholders of GRDC.

In July 2007, complainant found out from the Securities and Exchange Commission that Atty. Viaje had become GRDC's controlling stockholder.^[5]

Subsequently, complainant discovered from the Motion to Withdraw Appeal in Housing and Land Use Regulatory Board (HLURB) Case No. 03-03-008 filed by Atty.

Viaje that the land titles the corporation had been holding as shares had already been conveyed by Atty. Viaje as attorney's fees and liens to GRDC's former counsel, Atty. Teddy Macapagal (Atty. Macapagal).^[6]

Sometime in October 2007, complainant received a copy of a summons in LRC Case No. 174-0-07, filed before the Regional Trial Court (RTC) of Olongapo City, Branch 72, entitled, *GRDC vs. Irene Roque-Puno, Ofelia Roque, and Manuel Roque*, for recovery of owner's duplicate copy of Transfer Certificate of Title. Atty. Viaje, in exchange for dropping the case against the complainant, made her sign a Voting Trust Agreement over her shares in GRDC for a period of three years.

On September 12, 2008, Atty. Viaje prevailed upon complainant to sign a prepared Voting Trust Agreement with a period of five years.^[7]

Complainant claimed that Atty. Viaje misused her shares of stock for his own interests and for the purpose of increasing his supposed shares in GRDC. As GRDC's counsel, Atty. Viaje prioritized his own personal interest to the prejudice of GRDC and its stockholders. Further, complainant alleged that Atty. Viaje's acquisition of his shares of stocks was malicious, fictitious, and had no legal basis from the beginning.^[8]

In his Answer,^[9] Atty. Viaje denied the charges against him. He recalled that when he met with the incorporators of GRDC, they narrated several problems such as fraud and deception suffered at the hands of their previous counsels, Atty. Jesus Lugtu and Atty. Macapagal.

When he was hired as GRDC's counsel, Atty. Viaje claimed that the corporation did not have any money to file a case against Mario Villanueva (Villanueva) and Reed Steel Fabricators, Inc. (Reed Steel), both of whom had been awarded 70 percent of the lots in Magdalena Homes by the HLURB. To solve the corporation's dilemma, Atty. Viaje and his friend, Sy, allegedly bought GRDC's 120,000 outstanding and unsubscribed shares of stocks in the amount of P1.2 million.^[10]

Atty. Viaje claimed that in 2007, complainant confessed that she had mortgaged GRDC's title over Lot 1, Block 15, and she needed to redeem it. Atty. Viaje and Sy gave her P250,000.00 so she can redeem the said property. In exchange for the money, complainant agreed to sign a Voting Trust Agreement in favor of Atty. Viaje.

Further, Atty. Viaje claimed that he had successfully accomplished the following tasks entrusted by GRDC:

1. recovered GRDC properties and assets;
2. prevented Reed Steel and Villanueva from further selling GRDC's assets;
3. prevented Reed Steel and Villanueva from their illegal activities and management of the Magdalena Homes; and
4. prevented Atty. Macapagal from taking the nine lots of GRDC.^[11]