

FIRST DIVISION

[A.C. No. 12829 [Formerly CBD Case No. 15-4821], September 16, 2020]

MYRIAM TAN-TE SENG, COMPLAINANT, V. ATTY. DENNIS C. PANGAN, RESPONDENT.

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D E C I S I O N

LAZARO-JAVIER, J.:

The Case

In **CBD 15-4821**, Myriam Tan-Te Seng charged respondent Atty. Dennis C. Pangan with violations of Canon 1, Rules 1.01 and 1.02; Canon 15, Rules 15.02 and 15.03; and Canon 21, Rule 21.02 of the Code of Professional Responsibility (CPR), the Lawyer's Oath, and Rule 138, Section 20 of the Rules of Court. On the other hand, in CBD 16-4966, complainant charged respondent with violation of Canon 8, Rule 8.01 of the CPR.

The Complaints

In **CBD 15-4821**,^[1] complainant essentially alleged:

On September 18, 2005, her son Patrick Marcel T. Te Seng married April Marie M. Paguio. Patrick, however, was under severe depression and confided to her (complainant) that he was unhappy with his marriage. On July 28, 2014, about nine (9) years into the marriage, Patrick took his own life.

After Patrick's death, she discovered that her daughter-in-law April was previously married to one Neil Paul M. Bermundo on June 23, 2000. April's marriage to Neil did not last long. Eventually, Neil filed a petition for declaration of nullity of his marriage to April which the Regional Trial Court (RTC) for Ligao City granted. The decree of nullity of marriage became final on July 14, 2003.

On February 24, 2001, while April's marriage to Neil was still subsisting, April gave birth to Patricia Beatrice Paguio. On August 12, 2002, Patrick executed an Affidavit of Acknowledgement and Affidavit for Delayed Registration of Birth, claiming to be Patricia's father. These affidavits were submitted to the National Statistics Office (NSO).

Her sister's best friend Paz Paguio subsequently introduced her to respondent for the settlement of Patrick's estate. Paz even accompanied her and April to respondent's office for a meeting. After officially engaging his services, respondent sent an email addressed to her and April, requesting for documents relevant to the

Extrajudicial Settlement of Patrick's estate. Respondent quoted his legal service fee at P25,000.00. During one of her visits to respondent's office, she gave respondent pomelos from Davao.

On September 23, 2014, she and respondent had a meeting at Gloria Maris Restaurant together with April and Patricia. Respondent informed them that April and Patricia's share in Patrick's estate would be minimal, about P100,000.00 only. Thus, she offered P500,000.00 to Patricia as full settlement of her share. Respondent persuaded Patricia to accept her kind gesture as it would pay for her college education. They also agreed that April and Patricia would convey to her their interest in the Quezon City Townhouse which Patrick had paid in full.

Sometime in November 2014, she requested an update from respondent. To her surprise, the Extrajudicial Settlement drafted by respondent excluded her as a legal heir. Based on her consultations with other people though, she and her husband were entitled to one half of their son's estate because Patrick had no legitimate child of his own. She later confirmed this through another lawyer who enlightened her on the application of Article 997^[2] of the Civil Code.

As stated, however, respondent's draft of the Extrajudicial Settlement deliberately omitted Patricia's status. Had it disclosed that Patricia was Neil's illegitimate daughter, it would have stripped Patricia of her entitlement to Patrick's estate in favor of her (complainant) and her husband. The Extrajudicial Settlement, too, failed to state that Patricia was then only thirteen (13) years of age and had no capacity to sign legal documents.

More, respondent deliberately excluded Patrick's 35% ownership of Sweetcraft Corporation from the Extrajudicial Settlement. Earlier, respondent had assisted April in transferring Patrick's shares in the said company to the newly incorporated AMPB Sweetcraft Corporation for purposes of circumventing corporation and tax laws, and to prevent her from acquiring Patrick's share.

Saddened by this turn of events, she engaged a new counsel who invited April to a conference to settle the issue amicably. But April declined. Thus, she was forced to file a case for Annulment/Rescission of Extrajudicial Settlement of Estate, Issuance of Letters of Administration before RTC, Mandaluyong City.

Meanwhile, on August 7, 2015, respondent sued her before the Office of the City Prosecutor, Pasig City for Falsification of Public Documents. A Deed of Sale which she handed before to respondent in confidence was the subject of the complaint.

April was represented by two (2) lawyers in the cases pending between them. But in reality, April's lawyer was actually respondent. In fact, in one of their cases, respondent openly represented April before the Philippine Mediation Center.

Respondent and April must have developed some liking for each other. According to her sources, the two left for Hong Kong on November 15, 2015 on the same flight and came back together on November 18, 2015. As confirmed by Certification^[3] dated June 17, 2016 of the Philippine Statistics Authority (PSA), respondent married April on November 27, 2015 in Bacolor, Pampanga.

In **CBD 16-4966**,^[4] complainant charged respondent with using abusive, offensive, and improper language against her in his Counter-Affidavit dated November 16, 2015. The same contained respondent's response to a complaint she filed against him and April before the Office of the City Prosecutor in Manila for Falsification of Public Document under Articles 171 and 172 of the Revised Penal Code.

In particular, paragraph 17 of respondent's counter-affidavit described her as overly persistent or "atat na ataf to sell the property of her deceased son barely a month after his death. On the other hand, in paragraph 27, respondent described her as a devil wearing a devil's smile.

Respondent's Defenses

In **CBD 15-4821**,^[5] respondent essentially countered:

There was no attorney-client relationship between him and complainant. He only came to know of complainant on September 10, 2014 when real estate broker and longtime client Paz Paguio introduced them to each other. That day, Paz and her client Myriam (complainant) appeared before his office for documentation of the sale of a property located in Quezon City. For this purpose, complainant handed him a Deed of Absolute Sale dated June 13, 2012 and Transfer Certificate of Title No. 004-2012011774. He learned that the property was registered in the name of Myriam C. Tan, single, and deceased Patrick T. Te Seng married to April Marie P. Te Seng.

He informed Paz and complainant that April should personally visit the office so that they could sign before him and the notary public. As instructed, Paz, complainant, and April appeared before him the following week. During their discussion, he learned that April had a daughter with Patrick, named Patricia. He did not want Patricia to be left in the dark saying *"Ayokong kasuhan ako ng batangyan paglaki niya at sabihing mali ang documentation natin."* They then agreed to bring Patricia to him during their next meeting.

This meeting subsequently took place in Gloria Maris Restaurant. There, they all agreed that the Extrajudicial Settlement will be signed by April and Patricia, sans complainant. In fact, it was complainant who approved the final draft of the Extrajudicial Settlement. It took more than a month before Patricia finally signed the Extrajudicial Settlement because she was mad at complainant when she offered P500,000.00 in exchange for her share.

As signed, the Extrajudicial Settlement was later on handed to complainant. It was published by Lecson Publishing and Services, Inc. in its November 5, 12, and 19, 2014 issues.

On June 22, 2015, he was surprised that complainant filed a case for settlement of estate before the RTC-Mandaluyong City via SP Proc. Case No. MC-15-9510.

Complainant was excluded from the Extrajudicial Settlement since Patricia was Patrick's legitimate daughter and, by law, excludes Patrick's ascendants from inheriting *ab intestato* from Patrick's estate. Per Patricia's Birth Certificate, there was no impediment for her parents to marry at the time she was born. Thus, the subsequent marriage of April and Patrick made Patricia a legitimated child with the

same status as legitimate. He was not informed of April's previous marriage with Neil and it was not his duty to investigate nor inquire with the Philippine Statistics Authority regarding the matter.

Complainant could not cry foul as she was on top of the documentation all through its drafting until its publication. Complainant even gave him one (1) box of pomelos to show her gratitude. He gave the pomelos to his staff because he does not like pomelos.

There was no conflict of interests because complainant was never his client. At any rate, his appearance in the Mediation Proceedings was not a violation of his oath because he merely assisted April upon the latter's request since he was the one who drafted the Extrajudicial Settlement upon complainant's instructions. He never represented April in any of the cases between her and complainant.

Anent the alleged exclusion of Patrick's shares of stock in Sweetcraft Corporation, he was never informed of such ownership. Too, AMPB Sweetcraft Corporation was legally incorporated. It's supposed illegality was only in the mind of complainant who was on a fault-finding mission.

In **CBD 16-4966**,^[5] respondent countered, in the main:

There was nothing wrong with describing complainant as a "devil" because at that time, while the whole family was grieving, complainant was trying to get everything she could. He called her a devil because her actuations were not those of a person believing in God's existence. Too, there was nothing wrong with the use of the word "atat na ataf because he had difficulty finding the appropriate word in English. The word "persistent" was too light to describe complainant's actuations in trying to amass everything she could shortly after her son's death, leaving nothing to his son's immediate family.

Report and Recommendation of the Integrated Bar of the Philippines Commission on Bar Discipline (IBP – CBD)

By its Consolidated Report and Recommendation^[7] dated July 31, 2017, Commissioner Gilbert L. Macatangay recommended that respondent be suspended from the practice of law for one (1) year, thus:

WHEREFORE, premises considered **ATTY. DENNIS C. PANGAN** violated his Lawyer's Oath and pertinent provisions of the Code of Professional [Responsibility and the undersigned Commissioner respectfully recommends that a penalty of suspension from practice of law for a period of one (1) year at the discretion of the Board of Governors be imposed with warning that repetition of similar conduct in the future will warrant a more severe penalty.

RESPECTFULLY SUBMITTED.

In **CBD 15-4821**, the Commissioner held that as a lawyer, respondent knew that complainant and her husband had the right to inherit from their son, Patrick because Patrick had no legitimate child. Further, respondent committed the following irregularities in the Extrajudicial Settlement:

First. Respondent deliberately hid the fact that Patricia was April's legitimate child from her first marriage.

Second. He made Patricia sign the Extrajudicial Settlement and made it appear that the latter was of legal age when in truth and in fact, she was then only thirteen (13) years old.

Third. He made it appear in the Extrajudicial Settlement that Patrick left no personal property, to the complainant's extreme prejudice.

Respondent, therefore, violated Canons 1, 7, 15, 17, 18 and 19 of the CPR: he violated Canon 1 when he disregarded the applicable laws in succession and taxation; he violated Canon 7 when he took advantage of his client's trust and confidence, undermining the legal profession's integrity and dignity; he violated Canon 15 when he deprived complainant of what was due her from her son's estate and used the same documents entrusted him to charge complainant with falsification of documents; he violated Canon 17 when he dumped complainant as client and openly represented April against complainant; and lastly, respondent's erroneous declarations in the Extrajudicial Settlement constituted violations of Canons 18 and 19 of the CPR.

Meanwhile, in **CBD 16-4966**, the Commissioner held that respondent violated Canon 8, Rule 8.01 of the CPR when he described complainant as a devil with a devil's smile, and "atat na atat."

Resolutions of the IBP - Board of Governors (BOG)

Under its assailed Resolution^[8] dated October 4, 2018, the IBP - Board of Governors affirmed with modification, *viz.:*

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RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner to impose upon Respondent the penalty of SUSPENSION from the practice of law for a period of one (1) year.

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*RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner, **with modification, that respondent be SUSPENDED from the practice of law for six (6) months.***

The IBP elevated the entire records for the Court's final imprimatur since the IBP resolutions were mere recommendatory in nature. Per verification, no motion for reconsideration or petition for review was filed by either party as of March 5, 2020.