

THIRD DIVISION

[A.C. No. 9838, June 10, 2019]

**PAZ C. SANIDAD, COMPLAINANT, VS. ATTY. JOSEPH JOHN
GERALD M. AGUAS, RESPONDENT.**

DECISION

PERALTA, J.:

Before us is a Complaint for Disbarment^[1] dated December 8, 2012, filed by complainant Paz C. Sanidad (*Sanidad*) against respondent Atty. Joseph John Gerald M. Aguas (*respondent*) for dishonesty, grossly deceitful conduct, malpractice, and violation of the Code of Professional Responsibility (*CPR*).

The antecedent facts are as follows:

Sometime in 2001, Sanidad alleged that she and respondent, together with the latter's brother, Julius M. Aguas (*Julius*), entered into a verbal agreement for the sale of the co-owned subject property of the latter located at No. 2 Gonzales Drive, Doña Pilar Subdivision, Batasan Hills, Quezon City. They agreed that the subject property will be sold for P1,500,000.00 and to be paid in installments. Sanidad averred that she has been residing in the said subject property since 1983.

Thus, from 2001 to 2011, Sanidad claimed that she has made several payments to respondent and Julius by depositing in their BPI bank accounts. Sanidad also alleged that while she has been depositing payments in their bank accounts, no acknowledgment receipt was ever issued to her. She, however, maintained that she has deposited a total payment of One Million One Hundred Fifty-Two Thousand Pesos (P1,152,000.00) on respondent's and Julius's BPI bank accounts, as evidenced by the deposit slips as proof of payments, to wit:

- (1) February 15, 2001 – Forty Thousand Pesos (P40,000.00);^[2]
- (2) May 8, 2001 – Thirty Thousand Pesos (P30,000.00);^[3]
- (3) May 15, 2001 – Twenty Thousand Pesos (P20,000.00);^[4]
- (4) June 1, 2001 – Fifty Thousand Pesos (P50,000.00);^[5]
- (5) August 1, 2001 – Ninety Thousand Pesos (P90,000.00);^[6]
- (6) Undated deposit of Forty-Five Thousand Pesos (P45,000.00);^[7]
- (7) April 5, 2002 – Five Hundred Thousand Pesos (P500,000.00);^[8]
- (8) October 7, 2010 – Seventy-Five Thousand Pesos (P75,000.00);^[9]
- (9) October 14, 2010 – Seventy-Five Thousand Pesos (P75,000.00);^[10]
- (10) August 5, 2011 – Two Hundred Two Thousand Pesos (P202,000.00)^[11]

However, Sanidad lamented that respondent took advantage of his legal knowledge as a lawyer and employed several tactics to defraud her. She claimed that respondent, after receiving the total amount of P1,152,000.00 from her, sent her demand letters and threatened her with eviction.^[12] She added that after she deposited her payments in respondent's bank account, the latter also avoided meeting her and became unreachable. Sanidad avowed that she would receive telephone calls from him pressuring her to immediately vacate the property or she will be evicted.

Feeling aggrieved, Sanidad filed the instant disbarment complaint against respondent.

In a Resolution^[13] dated June 19, 2013, the Court required respondent to comment on the allegations against him.

In his Comment^[14] dated August 13, 2013, respondent alleged that Sanidad's allegations are bereft of factual basis. He averred that Sanidad has been a tenant of the subject property since 1980 whose lease had long lapsed and is facing eviction for non-payment of rentals. He further asserted that Sanidad's occupation of the subject property was by mere tolerance, and because her eviction from the subject property was imminent, she allegedly fabricated lies against him.

Respondent also claimed that the instant disbarment case, along with a civil and criminal complaint against him and his brother, to wit: (1) Action for Specific Performance and Damages, docketed as Civil Case No. Q-1271807, entitled *Paz C. Sanidad v. Atty. Joseph M. Aguas and Julius Aguas*, filed on August 17, 2012 before the Regional Trial Court of Quezon City, Branch 224; and (2) Complaint for Estafa docketed as XV-03-13B-01953 filed on February 14, 2013 before the City Prosecutor of Quezon City, were all meant to merely harass him.

Respondent further explained that from 2001 until October 2010, Sanidad merely paid P5,468.75 as rentals. He claimed that it was only in 2010 that they agreed on the sale of the subject property for an amount of One Million. Five Hundred Thousand Pesos (P1,500,000.00) but Sanidad failed to pay the said amount, thus, she was given an eviction notice. Respondent maintained that all of Sanidad's payments made between 2001 to 2010 were just payment for the rental of the subject property.

On December 11, 2013, the Court resolved to refer the instant case to the Integrated Bar of the Philippines for investigation, report and recommendation. ^[15]

In compliance, the Integrated Bar of the Philippines-Commission on Bar Discipline (IBP-CBD) issued a Notice of Mandatory Conference^[16] dated May 19, 2014 which required the parties to appear on June 23, 2014 and submit their respective mandatory conference briefs.

On June 23, 2014, the mandatory conference was conducted but only Atty. Manuel N. Camacho who is representing Sanidad appeared.

In his Conference Brief dated July 18, 2014, respondent, however, manifested that he and Sanidad mutually agreed to amicably settle which resulted to the dismissal of the civil case which the latter filed against him. He added that he had already turned over the title of the subject property to Sanidad even without receiving a single centavo as payment. He submitted a photocopy of the acknowledgment receipt signed by Sanidad's counsel which showed that the latter already received the (1) absolute deed of sale of the subject real property; (2) motion to withdraw IBP case (*Aguas v. Camacho*); (3) Compromise Agreement with Joint Motion to Dismiss (Br. 224, RTC QC) and (4) the Owner's Duplicate Certificate of Transfer Certificate of Title No. 48029. However, respondent lamented that while he agreed to amicably settle because he was of the understanding that all the cases filed against him would be dismissed, only the civil case was dismissed. Finally, respondent maintained that he did not abuse or took advantage of his position as a lawyer in his dealings with complainant.

In its Report and Recommendation dated June 15, 2015, the IBP-CBD found respondent to have indeed used his legal knowledge to defraud and mislead Sanidad by sending her demand letters to vacate the subject property despite the sale of the same and payments made to him. The IBP-CBD recommended that respondent be given a warning that any repetition of the same will be dealt with severely.

In a Resolution^[17] dated June 20, 2015, the Board of Governors of the IBP, however, reversed and set aside the report and recommendation of the IBP-CBD and instead, recommended that respondent be admonished with a warning that repetition of similar act shall be dealt with more severely.

RULING

In administrative proceedings, the complainant has the burden of proving, by substantial evidence, the allegations in the complaint. Substantial evidence has been defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. For the Court to exercise its disciplinary powers, the case against the respondent must be established by clear, convincing and satisfactory proof. ^[18]

In the instant case, We find that the charges of Sanidad against respondent to be worthy of belief based on the following:

First, we find substantial evidence that Sanidad indeed entered into a contract of sale, *albeit* verbal, with respondent by showing proof of payments made to the latter. She presented copies of bank deposit slips as evidence that she has been depositing her payments for the sale of the subject property under the BPI bank accounts of respondent and Julius;

Second, as observed by the IBP, respondent's allegations that the payments were for rentals and his denial of the existence of the contract of sale between him and Sanidad fail to convince considering that the amounts of deposits made by Sanidad in respondent's and Julius's bank account were too substantial to be regarded as payments of rentals.