

EN BANC

[A.C. No. 10938, October 08, 2019]

**EDITHA M. FRANCIA, COMPLAINANT, V. ATTY. QUIRINO
SAGARIO, RESPONDENT.**

DECISION

HERNANDO, J.:

This administrative case arose from a verified complaint^[1] filed by Editha M. Francia (complainant) against the respondent, Atty. Quirino Sagario (Atty. Sagario), before the Commission on Bar Discipline (CBD) of the Integrated Bar of the Philippines (IBP) for failing to file the petition for annulment despite receiving his legal fees.

The Facts

Sometime in 2009, complainant contracted the services of Atty. Sagario to handle the annulment of her marriage to her husband, Jose Francia. Atty. Sagario agreed to represent her for a total fee of PhP 70,000.00. In accordance with their agreement, complainant paid Atty. Sagario an initial payment of PhP 30,000.00 on December 14, 2009 for which the latter issued an acknowledgment receipt. On January 20, 2010, complainant again paid Atty. Sagario PhP 20,000.00 upon the latter's assurance that he would soon file the petition for annulment of her marriage. Atty. Sagario again issued a written acknowledgment for the said payment. During a subsequent meeting held on February 6, 2010, complainant paid another PhP 7,000.00 to Atty. Sagario who did not issue any receipt this time reasoning that the amount would be used as filing fees and representation expenses for the sheriff. After receipt of a total sum of PhP 57,000.00 from the complainant, Atty. Sagario avoided her phone calls and cancelled their appointments. Atty. Sagario limited his communication with complainant through text messages only. Despite several demands from complainant, Atty. Sagario did not file the petition.

After six months had lapsed without Atty. Sagario having filed anything in court in connection with complainant's annulment case, complainant asked him to just return the total amount she had paid. In response, Atty. Sagario promised that he would return the money he received from complainant but failed to do so despite several repeated demands. Consequently, complainant filed a small claims case^[2] against Atty. Sagario before Branch 38 of the Metropolitan Trial Court (MeTC) of Quezon City.

Atty. Sagario failed to appear in any of the scheduled hearings before the MeTC despite service of summons and notice of hearing. Thus, on October 19, 2010, the MeTC ordered Atty. Sagario to pay complainant the amount of PhP 50,000.00 with interest. The dispositive portion of the Decision reads:

WHEREFORE, judgment is hereby rendered directing defendant Quirino Sagario to return the amount of P50,000.00 to plaintiff Editha Macay

Francia, plus legal rate of interest of 12% per annum [from] August 26, 2010, the date of extra-judicial demand until fully paid.

SO ORDERED.^[3]

Notwithstanding the MeTC's Decision ordering him to return the amount he received from complainant, Atty. Sagario has yet to pay complainant the amount adjudged. Complainant was compelled to bring the matter before the IBP.

Ruling of the Integrated Bar of the Philippines

In his Report and Recommendation^[4] dated May 5, 2014, Investigating Commissioner Salvador B. Belaro, Jr. (Commissioner Belaro, Jr.) recommended that Atty. Sagario be suspended from the practice of law for a period of two (2) years.

Commissioner Belaro, Jr. found that:

"[Atty. Sagario] committed grave misconduct when he converted the money received by him from the Complainant without filing the petition for annulment of marriage, let alone further the cause of his client and represent her in court. His continuous inaction and evasive attitude towards the client and the courts show the cavalier attitude of the respondent and appalling indifference in willful disregard of the duties of a lawyer to his client and to the legal profession."^[5]

In Resolution No. XXI-2014-799 dated October 11, 2014, the IBP Board of Governors adopted and approved the report and recommendation of Commissioner Belaro, Jr. that Atty. Sagario be suspended from the practice of law for two (2) years for violation of Canon 16, Rules 16.01 and 16.02, Canon 17, and Canon 18, Rule 18.03 of the Code of Professional Responsibility (CPR).

Our Ruling

After a careful review of the records, the Court finds Atty. Sagario guilty of professional misconduct for violating Canons 16, 17, and 18 of the CPR. The Court adopts the findings and recommendation of the IBP.

Once a lawyer agrees to represent a client, he/she is duty-bound to exert his/her best effort and to serve the latter with utmost diligence and competence. A lawyer owes fidelity to his/her client's cause and must always be mindful of the trust and confidence reposed upon him/her. A lawyer's neglect of a legal matter entrusted to him/her by his/her client constitutes inexcusable negligence for which he/she must be held administratively liable.^[6]

The Code of Professional Responsibility pertinently provides:

CANON 18 - A LAWYER SHALL SERVE HIS CLIENT WITH COMPETENCE AND DILIGENCE.

Rule 18.03 - A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

In this case, Atty. Sagario breached his duties to his client when he failed to exercise due diligence in handling the annulment case of complainant. In fact, to the detriment of complainant, he failed to render any legal service to her despite receipt