

FIRST DIVISION

[A.C. No. 11668, July 17, 2017]

JOY T. SAMONTE, COMPLAINANT, VS. ATTY. VIVENCIO V. JUMAMIL, RESPONDENT.

R E S O L U T I O N

PERLAS-BERNABE, J.:

For the Court's resolution is a Complaint^[1] dated March 15, 2013, filed before the Integrated Bar of the Philippines (IBP), by complainant Joy T. Samonte (complainant) against respondent Atty. Vivencio V. Jumamil (respondent), praying that the latter be disbarred for acts unbecoming of a lawyer and betrayal of trust.

The Facts

Complainant alleged that sometime in October 2012, she received summons from the National Labor Relations Commission (NLRC), Regional Arbitration Branch XI, Davao City, relative to an illegal dismissal case, *i.e.*, NLRC Case RAB-XI-10-00586-12, filed by four (4) persons claiming to be workers in her small banana plantation.^[2] Consequently, complainant engaged the services of respondent to prepare her position paper, and paid him the amount of P8,000.00^[3] as attorney's fees.^[4] Despite constantly reminding respondent of the deadline for the submission of her position paper, complainant discovered that he still failed to file the same.^[5] As such, on January 25, 2013, the Labor Arbiter rendered a Decision^[6] based on the evidence on record, whereby complainant was held liable to the workers in the total amount of P633,143.68.^[7] When complainant confronted respondent about the said ruling, the latter casually told her to just sell her farm to pay the farm workers.^[8] Because of respondent's neglect, complainant claimed that she was left defenseless and without any remedy to protect her interests against the execution of the foregoing judgment;^[9] hence, she filed the instant complaint.

In an Order^[10] dated March 26, 2013, the IBP Commission on Bar Discipline (IBP-CBD) directed respondent to submit his Answer to the complaint.

In his Answer^[11] dated April 19, 2013, respondent admitted that he indeed failed to file a position paper on behalf of complainant. However, he maintained that said omission was due to complainant's failure to adduce credible witnesses to testify in her favor. In this relation, respondent averred that complainant instructed her to prepare an Affidavit^[12] for one Romeo P. Baol (Romeo), who was intended to be her witness; nevertheless, respondent was instructed that the contents of Romeo's affidavit were not to be interpreted in the Visayan dialect so that the latter would not know what he would be testifying on. Respondent added that complainant's

uncle, Nicasio Ticong, who was also an intended witness, refused to execute an affidavit and testify to her lies. Thus, it was complainant who was deceitful in her conduct and that the complaint against him should be dismissed for lack of merit.
[13]

The IBP's Report and Recommendation

In its Report and Recommendation^[14] dated March 14, 2014, the IBP-CBD found respondent administratively liable and, accordingly, recommended that he be suspended from the practice of law for a period of one (1) year. Essentially, the IBP-CBD found respondent guilty of violating Rule 10.01, Canon 10, and Rule 18.03, Canon 18 of the Code of Professional Responsibility (CPR), as well as the 2004 Rules on Notarial Practice.^[15]

In a Resolution^[16] dated December 13, 2014, the IBP Board of Governors adopted and approved the aforesaid Report and Recommendation, finding the same to be fully supported by the evidence on record and the applicable laws and rules.

The Issue Before the Court

The sole issue in this case is whether or not respondent should be held administratively liable.

The Court's Ruling

The Court concurs with and affirms the findings of the IBP, with modification, however, as to the penalty in order to account for his breach of the rules on notarial practice.

The relationship between a lawyer and his client is one imbued with utmost trust and confidence. In this regard, clients are led to expect that lawyers would be ever-mindful of their cause, and accordingly, exercise the required degree of diligence in handling their affairs. Accordingly, lawyers are required to maintain, at all times, a high standard of legal proficiency, and to devote their full attention, skill, and competence to their cases, regardless of their importance, and whether they accept them for a fee or for free.^[17] To this end, lawyers are enjoined to employ only fair and honest means to attain lawful objectives.^[18] These principles are embodied in Rule 10.01 of Canon 10 and Rule 18.03 of Canon 18 of the CPR, which respectively read as follows:

CANON 10 – A LAWYER OWES CANDOR, FAIRNESS AND GOOD FAITH TO THE COURT.

Rule 10.01 – A lawyer shall not do any falsehood, nor consent to the doing of any in court; nor shall he mislead, or allow the Court to be misled by any artifice.

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, it is undisputed that a lawyer-client relationship was forged between complainant and respondent when the latter agreed to file a position paper on her behalf before the NLRC and, in connection therewith, received the amount of P8,000.00 from complainant as payment for his services. Case law instructs that a lawyer-client relationship commences when a lawyer signifies his agreement to handle a client's case and accepts money representing legal fees from the latter,^[19] as in this case. From then on, as the CPR provides, a lawyer is duty-bound to "serve his client with competence and diligence," and in such regard, "not neglect a legal matter entrusted to him."

However, it is fairly apparent that respondent breached this duty when he admittedly failed to file the necessary position paper before the NLRC, which had, in fact, resulted into an adverse ruling against his client, *i.e.*, herein complainant. To be sure, it is of no moment that complainant purportedly failed to produce any credible witnesses in support of her position paper; clearly, this is not a valid justification for respondent to completely abandon his client's cause. By voluntarily taking up complainant's case, respondent gave his unqualified commitment to advance and defend the latter's interest therein. Verily, he owes fidelity to such cause and must be mindful of the trust and confidence reposed in him.^[20] In *Abay v. Montesino*,^[21] it was explained that regardless of a lawyer's personal view, the latter must still present every remedy or defense within the authority of the law to support his client's cause:

Once a lawyer agrees to take up the cause of a client, the lawyer owes fidelity to such cause and must always be mindful of the trust and confidence reposed in him. He must serve the client with competence and diligence, and champion the latter's cause with wholehearted fidelity, care, and devotion. Otherwise stated, he owes entire devotion to the interest of the client, warm zeal in the maintenance and defense of his client's rights, and the exertion of his utmost learning and ability to the end that nothing be taken or withheld from his client, save by the rules of law, legally applied. **This simply means that his client is entitled to the benefit of any and every remedy and defense that is authorized by the law of the land and he may expect his lawyer to assert every such remedy or defense.** If much is demanded from an attorney, it is because the entrusted privilege to practice law carries with it the correlative duties not only to the client but also to the court, to the bar, and to the public. A lawyer who performs his duty with diligence and candor not only protects the interest of his client; he also serves the ends of justice, does honor to the bar, and helps maintain the respect of the community to the legal profession.^[22] (Emphasis and underscoring supplied)