

EN BANC

[A.C. No. 7348, September 27, 2016]

**ROUEL YAP PARAS, COMPLAINANT, VS. ATTY. JUSTO P. PARAS,
RESPONDENT.**

RESOLUTION

PER CURIAM:

Through this administrative Complaint^[1] directly filed before this Court, Rouel Yap Paras (Rouel) charges his father Atty. Justo J. Paras (Atty. Paras) with violation of his lawyer's oath and the Code of Professional Responsibility.^[2] Atty. Paras allegedly voluntarily offered properties he did not own nor possess to the Department of Agrarian Reform for coverage under the Comprehensive Agrarian Reform Program.^[3] Atty. Paras has been previously disciplined twice upon complaint of his wife.^[4]

In September 2006, Rouel found out that a listing of possible beneficiaries for the Department of Agrarian Reform's Comprehensive Agrarian Reform Program was being made by a certain Edna Mijares and Tomas Visitacion.^[5] On the same month, he received at their residence in Negros Oriental^[6] a copy of a Notice of Coverage^[7] dated September 8, 2006 from the Department of Land Reform. The Notice of Coverage was addressed to Atty. Paras and was signed by Provincial Agrarian Reform Officer Grace B. Fua. Five (5) of the six (6) properties listed in the Notice of Coverage were those subject of Civil Case No. 02-028-BY pending before Branch 45 of the Regional Trial Court of Bais City, Negros Oriental.^[8] Civil Case No. 02-028-BY is based on a Complaint^[9] filed by Rouel against Atty. Paras for annulment of Original Certificates of Title of the properties.

Rouel referred the matter to his counsel, who wrote Provincial Agrarian Reform Officer Grace B. Fua.^[10] In the letter dated October 9, 2006, his counsel requested a copy of all documents pertaining to the September 8, 2006 Notice of Coverage addressed to Atty. Paras.^[11] Rouel's counsel also informed the Department of Agrarian Reform that: (1) the real properties were subject of a pending case;^[12] (2) Atty. Paras was suspended by this Court for unlawfully "having the said properties titled in his name[;]"^[13] (3) the properties were titled in the name of Atty. Paras only for free patent title coverage;^[14] (4) Atty. Paras did not possess the properties;^[15] and (5) Rouel was the real owner and in possession of the properties.^[16]

The Department of Agrarian Reform granted the request and furnished Rouel with all documents related to the Notice of Coverage.^[17] Among these documents were: (1) Atty. Paras' October 20, 2004 letter^[18] to Provincial Agrarian Reform Officer Stephen M. Leonidas; (2) an authorization letter^[19] by Atty. Paras for Edna R. Mijares; and (3) an October 9, 2006 Certification^[20] by Provincial Agrarian Reform

On October 25, 2006, Rouel Yap Paras filed this Complaint before this Court and alleged:

1. That respondent, ATTY. JUSTO J. PARAS, had violated the LAWYER'S OATH and the Code of Professional Responsibility, thus:

a) Section 27, Rule 138 of the Rules of Court, thus:

- 1. Deceit**
- 2. Violation of Oath of Office**
- 3. Willful disobedience of any lawful order of a superior court;**

b) The Code of Professional Responsibility in Canon 1, "A lawyer shall uphold the Constitution, obey the laws of the land, and promote respect for law and legal processes"; Canon 3, "a lawyer in making known his legal services shall use only true, honest, fair, dignified and objective information or statement of facts; Canon 7, "a lawyer shall at all times uphold [sic] the integrity and dignity of the legal profession[,]" ; Canon 10 that "a lawyer owes candor, fairness and good faith to the court"; Canon 8, "a lawyer shall conduct himself with courtesy, fairness and candor towards his professional colleagues..." ;

2. That the respondent engaged in an unlawful, dishonest and deceitful conduct when he deliberate[ly] represented himself as "LANDOWNER", and voluntarily offered real properties to the DAR for CARP coverage, when he knew fully well that he is NOT THE OWNER OF THE SUBJECT REAL PROPERTIES;

.....

3. That RESPONDENT, ATTY. JUSTO J. PARAS, ... with manifest bad faith and inexcusable negligence, proceeded to present himself to the DAR, and offered the subject properties, even with his full knowledge of the pending litigations involving the said properties;

4. That in spite of the pendency of the "PETITION FOR annulment of OCT NOS. 32360, 32361, 32362, and 33476 and DAMAGES" proceedings, which is pending before the Regional Trial Court Branch 45, Bais City, respondent, ATTY. JUSTO J. PARAS, had instigated the VOLUNTARY OFFER OF COVERAGE TO THE DAR, to dispossess the complainant, his mother, and the members of the YAP family of their property rights, as it is very clear that ATTY. JUSTO J. PARAS was fully aware that the subject real properties WERE NOT OWNED BY HIM, and he DID NOT HAVE ANY ACTUAL PHYSICAL POSSESSION of the subject real properties;

5. That the **AUTHORIZATION issued to EDNA MIJARES by**

respondent, is a GROSS MISREPRESENTATION, and this had caused innocent barrio folks of Barangay Matobato, Bindoy, Negros Oriental to pay P500.00 to Edna Mijares, in view of the false promise that they will be included as DAR beneficiaries, even if they were not tenants or residing in the subject property;

....

7. THAT RESPONDENT HAD THE SOLE INTENT OF DISPOSSESSING THE UNDERSIGNED, HIS LEGITIMATE SON, OF HIS PROPERTY RIGHTS, USING HIS LEGAL PROFESSION, AS HIS WEAPON OF VENGEANCE, TO UNDERMINE THE CONSTITUTIONAL RIGHTS OF THE UNDERSIGNED, HIS MOTHER, ROSA YAP PARAS, AND MEMBERS OF THE YAP FAMILY OF BINDOY, NEGROS ORIENTAL[.]

[22] (Emphasis and underscoring in the original)

Complainant prayed that respondent be disbarred as respondent had already been suspended by this Court in two (2) previous administrative cases.[23]

On February 22, 2007, respondent filed his Comment.[24] He alleged that the present Complaint is "identical in subject-matter, principal parties involved, issues and persecutory intent"[25] with A.C. No. 7349[26] filed against him by Rosa Yap-Paras, complainant's mother.[27] However, respondent admitted that:

the properties subject-matter of the instant [administrative] complaint ... [are] subject of a pending trial court proceedings [sic] before RTC, Branch 45, Bais City: Civil Case No. 02-028-BY, entitled: ROUEL YAP PARAS vs. JUSTO J. PARAS and Register of Deeds of Negros Oriental, for "Annulment of OCT Nos. 32360, 32350, 32361, 32362 and 33476 and damages.["] [28]

On the allegation of voluntary offer of properties, respondent claimed:

4. That under ... [the] Comprehensive Agrarian Reform Law . . . the implementation of the law under C[omprehensive] A[graria]n R[eform] P[rogram] on private properties is under two (2) modes, namely:

1) Compulsory Acquisition by DAR (Sec. 16, CARL), or 2) Voluntary Offer of Sale (VOS, under Sees. 19 & 20, RA 6657). Under Mode 1, DAR on its own initiative listing and documentation compulsorily covers usually big real properties owned by a single landowner in a given community thru service of its "NOTICE OF COVERAGE". The other Mode 2 covers properties offered for sale under VOS by landowner. The pursuit of whichever mode of acquisition is left to the discretion of DAR unless offer is made.

Respondent's CARP coverage is thru the COMPULSORY MODE. This is evidenced by ... a "NOTICE OF COVERAGE" of DAR- sent by DAR to Respondent informing him of the extent of coverage of compulsory

acquisition by DAR with listing (initial) of his real properties covered. In fact Respondent had been informed that following or subsequent "NOTICE OF COVERAGE" shall include or involve properties not covered by titles or under tax declarations only, real properties which respondent owned in Bindoy as well as in the neighboring municipalities of Ayungon and Mabinay, all in the province of Negros Oriental.

It being a compulsory coverage process initiated, pursued and documented primarily by DAR, the listing of all real properties titled, covered only by tax declarations or possessed by Respondent are all the workings of DAR. Respondent never submitted to DAR a listing of his properties.^[29]

Respondent prayed for the dismissal of this case.^[30]

On April 11, 2007, this Court referred the case to the Integrated Bar of the Philippines for investigation, report, and recommendation.^[31]

On August 22, 2007, a mandatory conference was set for October 26, 2007 at 2:00 p.m.^[32] Counsel of complainant appeared for complainant, while respondent appeared for himself.^[33] The conference ended with both parties submitting their issues to Investigating Commissioner Salvador B. Hababag (Commissioner Hababag) of the Commission on Bar Discipline.^[34]

Complainant's counsel submitted the following issues for resolution:

1. Whether or not the respondent should be liable for misrepresenting himself as owner of the subject real properties when in truth an[d] in fact. he is not;
2. Whether or not the respondent violated the Code of Professional Responsibility which requires a lawyer to observe honesty, candor, integrity and in the pleadings filed therein;
3. Whether or not the respondent is bound by the findings of the Supreme Court in Administrative Case No. 4947 the fact that respondent committed deceit and falsehood in having applied for pre-patent [sic] of the lands owned by another over which he had no actual physical possession being aware of the fact that the same was previously transferred in the name of Aurora Yap and which act reflected his fitness to practice law in violation of Rule 7.03[,] Canon 7 of the Code of Professional Responsibility.^[35]

Respondent, on the other hand, submitted the following Issues for resolution:

1. Whether or not the previously filed and pending Civil Case No. 02-028-BY filed by the complainant and seeking annulment of free-

patent titles is a prejudicial question to this case;

2. Whether or not complainant has successfully identified his quitclaimed acquired properties as to be related to the three (3) free patented titles of the respondent.^[36]

Both parties were ordered to submit position papers.^[37]

On November 23, 2007, complainant filed his Position Paper.^[38] He reiterated the circumstances and grounds for respondent's disbarment and emphasized respondent's October 20, 2004 letter to Provincial Agrarian Reform Officer Stephen M. Leonidas, stating:

[C]ontrary to the misrepresentations of the respondent, he offered the subject real properties for VOLUNTARY ACQUISITION with the DAR as shown in his letter...

. . . .

IT IS VERY CLEAR THAT THE RESPONDENT HAD THE DELIBERATE AND MALICIOUS INTENT TO DEPRIVE THE COMPLAINANT OF OWNERSHIP RIGHTS TO THE SUBJECT REAL PROPERTIES, USING HIS LEGAL KNOWLEDGE TO CIRCUMVENT THE JUDICIAL PROCESSES BY USING THE DAR, INSPITE OF THE DECISION OF THE SUPREME COURT SUSPENDING HIM FOR ONE YEAR FOR "HIS DECEIT AND FALSEHOOD IN THE APPLICATION FOR A FREE PATENT OVER SAID PROPERTIES.["] NOW HE HAS DEFIED AGAIN THE SUPREME COURT BY VOLUNTARILY OFFERING THIS LAND FOR COMPENSATION BY DAR BY FALSELY CLAIMING AS THE OWNER OF SAID PROPERTIES[;]

THAT IT WAS ONLY IN 2006, THAT THE DAR GAVE NOTICE OF THE COMPULSORY ACQUISITION, AND INSPITE OF THE POSSESSION OF COMPLAINANT, THE RESPONDENT HAD CONTINUED TO PURSUE THE DAR ACQUISITION, BY CONDUCTING MEETINGS WITH HIS ["]DAR BENEFICIARIES", AS PROOF OF HIS .BENEVOLENCE, SINCE HE IS GIVING AWAY ALL THE TITLED PROPERTIES, IN HIS NAME, KNOWING THAT HE IS NOT THE TRUE OWNER/POSSESSOR THEREOF;

THAT RESPONDENT WAS FOLLOWING UP THE RELEASE OF THE CHECKS REPRESENTING THE DAR PAYMENT FOR THE SUBJECT REAL PROPERTIES, TO BE IN HIS NAME, THUS, THE INTENT TO "CASH IN", IS SO GROSS AND UNJUST, AND SHOWS THAT RESPONDENT DOES NOT DESERVE TO BE AN OFFICER OF THE COURT AND A MEMBER OF THE BAR[.]^[39] (Emphasis in the original)

On December 18, 2007, respondent filed his Position Paper.^[40] He claimed that (1) the pendency of Civil Case No. 02-028-BY is a prejudicial question to the present case;^[41] and that (2) complainant "failed to identify [the] four (4) quitclaim-acquired properties as the same as those gratuitously given by Government to