

SECOND DIVISION

[A.C. No. 6408 (CBD 01-840), August 31, 2004]

ISIDRA BARRIENTOS, COMPLAINANT, VS. ATTY. ELERIZZA A. LIBIRAN-METEORO RESPONDENT.

RESOLUTION

AUSTRIA-MARTINEZ, J.:

Before this Court is a complaint for disbarment filed against Atty. Elerizza A. Libiran-Meteoro for deceit and non-payment of debts.

A letter-complaint dated May 21, 2001 was filed with the Integrated Bar of the Philippines (IBP) under the names of Isidra Barrientos and Olivia C. Mercado, which was signed, however, by Isidra only. It states that: sometime in September of 2000, respondent issued several Equitable PCIBank Checks in favor of both Isidra and Olivia, amounting to P67,000.00, and in favor of Olivia, totaling P234,000.00, for the payment of a pre-existing debt; the checks bounced due to insufficient funds thus charges for violation of B.P. 22 were filed by Isidra and Olivia with the City Prosecutor of Cabanatuan; respondent sent text messages to complainants asking for the deferment of the criminal charges with the promise that she will pay her debt; respondent however failed to fulfill said promise; on May 16, 2001, respondent, through her sister-in-law, tried to give complainants a title for a parcel of land in exchange for the bounced checks which were in the possession of complainants; the title covered an area of 5,000 square meters located at Bantug, La Torre, Talavera, Nueva Ecija, registered in the name of Victoria Villamar which was allegedly paid to respondent by a client; complainants checked the property and discovered that the land belonged to a certain Dra. Helen Garcia, the sole heir of Victoria Villamar, who merely entrusted said title to respondent pursuant to a transaction with the Quedancor; complainants tried to get in touch with respondent over the phone but the latter was always unavailable, thus the present complaint.^[1]

On July 13, 2001, in compliance with the Order^[2] of the IBP-Commission on Bar Discipline (CBD), respondent filed her Answer alleging that: she issued several Equitable PCIBank checks amounting to P234,000.00 in favor of Olivia but not to Isidra; said checks were issued in payment of a pre-existing obligation but said amount had already been paid and replaced with new checks; Isidra signed a document attesting to the fact that the subject of her letter-complaint no longer exists;^[3] she also issued in favor of Olivia several Equitable PCIBank checks amounting to P67,000.00 for the payment of a pre-existing obligation; the checks which were the subject of the complaint filed at the City Prosecutor's Office in Cabanatuan City are already in the possession of respondent and the criminal case filed by complainants before the Municipal Trial Court of Cabanatuan City Branch 3 was already dismissed; the Informations for Violation of B.P. 22 under I.S. Nos. 01-14090-03^[4] were never filed in court; Olivia already signed an affidavit of desistance; respondent did not send text messages to Isidra and Olivia asking for

deferment of the criminal complaints neither did she present any title in exchange for her bounced checks; she never transacted with Isidra since all dealings were made with Olivia; and the present complaint was initiated by Isidra only because she had a misunderstanding with Olivia and she wants to extract money from respondent.^[5]

Attached to said Answer is an affidavit signed by Olivia C. Mercado which states as follows:

1. That I am one of the complainants for the Disbarment of Atty. Elerizza Libiran-Meteoro filed before the Integrated Bar of the Philippines National Office in Pasig City, Philippines docketed as CBD case no. 01-840;
2. That the filing of the said complaint before the Integrated Bar of the Philippines was brought about by some misunderstanding and error in the accounting of the records of the account of Atty. Elerizza L. Meteoro;
3. That I was the one who transacted with Atty. Elerizza L. Meteoro and not my co-complainant Isidra Barrientos;
4. That all the pieces of jewelry were taken from me by Atty. Elerizza L. Meteoro and the corresponding checks were given to Isidra Barrientos through me;
5. That my name was indicated as co-complainant in a letter-complaint filed by Ms. Isidra Barrientos against Atty. Elerizza L. Meteoro but I am not interested in pursuing the complaint against Atty. Elerizza L. Meteoro since the complaint was brought about by a case of some mistakes in the records;
6. That I, together with Isidra Barrientos had already signed an affidavit of desistance and submitted the same before the Municipal Trial Court Branch III of Cabanatuan City w(h)ere Criminal Case Nos. 77851 to 56 for violation of BP 22 were filed against Atty. Meteoro;
7. That with respect to I.S. nos. 03-01-1356 to 1361 the case was not filed in court and I have also executed an affidavit of desistance for said complaint;
8. That I am executing this affidavit to attest to the truth of all the foregoing and to prove that I have no cause of action against Atty. Elerizza L. Meteoro.^[6]

On August 9, 2001, the IBP-CBD issued a Notice of Hearing requiring both parties to appear before it on September 6, 2001. On said date, both parties appeared and agreed to settle their misunderstanding.^[7]

On November 27, 2001, the parties agreed that the balance of P134,000.00 which respondent acknowledged as her indebtedness to complainant will be settled on a

staggered basis. Another hearing was then set for February 5, 2002. Respondent failed to appear in said hearing despite due notice. It was then reset to February 28, 2002 with the order that should respondent fail to appear, the case shall already be submitted for resolution.^[8]

Respondent appeared in the next two hearings. However, this time, it was complainant who was unavailable. In the hearing of July 31, 2002, respondent was absent and was warned again that should she fail to appear in the next hearing, the Commissioner shall resolve the case. On said date, respondent did not appear despite due notice.^[9]

On August 1, 2002, respondent filed with the Commission a motion for reconsideration of the July 31 order stating that: she got sick a few days before the scheduled hearing; she had already paid complainant the amount of P64,000.00; in March of 2002, respondent's father was admitted to the Intensive Care Unit of the University of Santo Tomas Hospital thus she was not able to settle her remaining balance as planned; and because of said emergency, respondent was not able to fully settle the balance of her debt up to this date. Respondent prayed that she be given another 60 days from August 1, 2002 to finally settle her debt with complainant.^[10]

On April 30, 2003, the IBP-CBD issued an order granting respondent's motion and setting aside the order dated July 31, 2002. It noted that while respondent claims that she already paid complainant P64,000.00, the photocopies of the receipts she submitted evidencing payment amount only to P45,000.00.^[11] A hearing was then set for May 28, 2003 at which time respondent was directed to present proof of her payments to the complainant. The hearing was however reset several times until August 20, 2003 at which time, only complainant appeared. Respondent sent somebody to ask for a postponement which the commission denied. The commission gave respondent a last opportunity to settle her accounts with complainant. The hearing was set for October 7, 2003 which the commission said was "intransferrable."^[12]

On October 7, 2003, only complainant appeared. The commission noted that respondent was duly notified and even personally received the notice for that day's hearing. The case was thereafter submitted for resolution.^[13]

On October 24, 2003, the Investigating IBP Commissioner Renato G. Cunanan submitted his report pertinent portions of which read as follows:

The issue to be resolved is whether or not Atty. Elerizza A. Libiran-Meteoro has committed a violation of the Code of Professional Responsibility. This Office holds that she has. More particularly, the respondent, by initially and vehemently denying her indebtedness to herein complainant and then subsequently admitting liability by proposing a staggered settlement has displayed a glaring flaw in her integrity. She has shown herself to possess poor moral characters. In her motion for reconsideration, seeking the reopening of this case, the respondent made a false assertion that she had settled up to P64,000.00 of her indebtedness but the receipts she submitted total only P50,000.00. What is more disconcerting is that while she is aware and duly notified of

the settings of this Office respondent has seemingly ignored the same deliberately. Finally, the respondent has not offered any satisfactory explanation for, nor has she controverted the complainant's charge that she (respondent) had tried to negotiate a transfer certificate of title (TCT) which had been entrusted by a certain Dra. Helen Garcia to her relative to a transaction which the former had with the Quedancor where respondent was formerly employed. Based on all the foregoing findings and the deliberate failure of the respondent to come forward and settle her accountabilities, inspite of several warnings given her by the undersigned, and her failure to attend the scheduled hearings despite due notice, this Office is convinced that Atty. Elerizza Libiran-Meteoro has committed a glaring violation not only of her oath as a lawyer but also the dictates of Canon 1, Rule 1.01 which mandates that a worthy member of the Bar must constantly be of good moral character and unsullied honesty.^[14]

He then recommended that Atty. Elerizza A. Libiran-Meteoro be suspended from the practice of law for two years and meted a fine of twenty thousand pesos.^[15]

On October 29, 2003, respondent filed another motion for reconsideration stating that: she was not able to receive the notice for the October 7 hearing because she was in Bicol attending to pressing personal problems; she only arrived from the province on October 25, 2003 and it was only then that she got hold of the Order dated October 7; from the very beginning, respondent never intended to ignore the Commission's hearings; as much as she wanted to pay complainant in full, the financial crisis which hit her family since 2001 has gravely affected her ability to pay; until that day, the expenses incurred by respondent due to the hospitalization of her father has not been paid in full by her family; the family home of respondent in Cabanatuan has already been foreclosed by the bank; respondent's husband has been confined recently due to thyroid problems and respondent herself had sought medical help on several occasions due to her inability to conceive despite being married for more than five years; if not for said reasons, respondent could have already paid the complainant despite respondent's knowledge that the amount complainant wanted to collect from her is merely the interest of her debt since she already returned most of the pieces of jewelry she purchased and she already paid for those that she was not able to return. Respondent prays that the resolution of the case be deferred and that she be given another 90 days from said date or until January 19, 2003 to settle whatever balance remains after proper accounting and presentation of receipts.^[16]

On February 27, 2004, the Board of Governors of the IBP passed a resolution as follows:

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RESOLVED to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED, the Report and Recommendation of the Investigating Commissioner of the above-entitled case, herein made part of this Resolution as Annex "A"; and, finding the recommendation fully