

## FIRST DIVISION

[ A C. No. 3919, January 28, 1998 ]

**SOCORRO T. CO, COMPLAINANT, VS. ATTY. GODOFREDO N. BERNARDINO, RESPONDENT.**

### D E C I S I O N

**BELLOSILLO, J.:**

This is an administrative complaint for disbarment filed by complainant Socorro T. Co, a businesswoman, against Atty. Godofredo N. Bernardino charging him with unprofessional and unethical conduct indicating moral deficiency and unfitness to stay in the profession of law.

Socorro T. Co alleged that in October 1989, as she was following up the documents for her shipment at the Bureau of Customs, she was approached by respondent, Atty. Godofredo N. Bernardino, introducing himself as someone holding various positions in the Bureau of Customs such as Executive Assistant at the NAIA, Hearing Officer at the Law Division, and OIC of the Security Warehouse. Respondent offered to help complainant and promised to give her some business at the Bureau. In no time, they became friends and a month after, or in November of the same year, respondent succeeded in borrowing from complainant P120,000.00 with the promise to pay the amount in full the following month, broadly hinting that he could use his influence at the Bureau of Customs to assist her. To ensure payment of his obligation, respondent issued to complainant several postdated Boston Bank checks: No. 092601 dated 1 December 1989 for P21,950.00, No. 092602 dated 4 December 1989 for P6,750.00, No. 092615 dated 15 January 1990 for P65,000.00 and No. 092622 dated 15 January 1990 for P10,000.00 (Exhs. "A-3," "B," "C," "D," respectively). Respondent also issued a postdated Urban Development Bank check No. 051946 dated 9 January 1990 for P5,500.00 (Exh. "E"). However, the checks covering the total amount of P109,200.00 were dishonored for insufficiency of funds and closure of account.

Pressed to make good his obligation, respondent told complainant that he would be able to pay her if she would lend him an additional amount of P75,000.00 to be paid a month after to be secured by a chattel mortgage on his Datsun car.<sup>[1]</sup> As complainant agreed respondent handed her three (3) copies of a deed of chattel mortgage which he himself drafted and six (6) copies of the deed of sale of his car with the assurance that he would turn over its registration certificate and official receipt. The agreement was not consummated as respondent later sold the same car to another.

Despite several chances given him to settle his obligation respondent chose to evade complainant altogether so that she was constrained to write him a final demand letter dated 22 September 1992<sup>[2]</sup> preceding the filing of several criminal complaints against him for violation of BP Blg. 22.<sup>[3]</sup> Complainant also filed a letter-

complaint dated 5 October 1992 with the Office of the Ombudsman.<sup>[4]</sup>

It may be worth mentioning that a certain Emelinda Ortiz also filed several criminal and civil cases against respondent similarly involving money transactions.<sup>[5]</sup> Ms. Ortiz claimed that respondent had volunteered to sell to her a 20-footer container van filled with imported cotton fabric shirting raw materials from the Bureau of Customs warehouse for P600,000.00 in time for the holidays. However, despite her successive payments to respondent totalling P410,000.00, the latter failed to deliver the goods as promised. Worse, respondent's personal check for P410,000.00 representing reimbursement of the amount he received from Ms. Ortiz was returned dishonored for insufficiency of funds.

By way of defense, respondent averred that he gave the checks to complainant Co by way of rediscounting and that these were fully paid when he delivered five cellular phones to her. He brushed aside the allegations of complainant and Ms. Ortiz as ill-motivated, vague, confusing, misleading and full of biases and prejudices. Although he is married he insinuated a special relationship with the two (2) women which caused him to be careless in his dealings with them.

On 3 March 1993 the Court referred this administrative case to the Integrated Bar of the Philippines for investigation, report and recommendation.

On 17 May 1997 the IBP issued a resolution recommending the suspension of respondent from the practice of law for six (6) months based on the following findings -

1. No receipt has been produced by respondent showing that the face value of the subject checks has been paid or that the alleged five (5) units of cellular phones have been delivered to the complainant;
2. The Decision in the criminal cases that were filed *vis-a-vis* the subject bouncing checks and wherein he was acquitted clearly shows that his acquittal was not due to payment of the obligation but rather that 'private complainant knew at the time the accused issued the checks that the latter did not have sufficient funds in the bank to cover the same. No violation of BP Blg. 22 is committed where complainant was told by the drawer that he does not have sufficient funds in the bank; and
3. Respondent subsequently paid the complainant as shown by a receipt dated 26 August 1995 x x x and the release of real estate mortgage x x x x If it is true that he had already paid his obligation with five (5) cellular phones, why pay again?

The general rule is that a lawyer may not be suspended or disbarred, and the court may not ordinarily assume jurisdiction to discipline him for misconduct in his non-professional or private capacity (*In Re Pelaez*, 44 Phil. 5569 [1923]). Where, however, the misconduct outside of the lawyer's professional dealings is so gross a character as to show him morally unfit for the office and unworthy of the privilege which his licenses and the law confer on him, the court may be justified in suspending or removing him from the office of attorney (*In Re Sotto*, 38 Phil. 569 [1923]).