



Republic of the Philippines
Supreme Court
Manila

EN BANC

BUENAVISTA PROPERTIES, INC., **A.C. No. 12160**

Complainant,

Present:

- versus -

ATTY. AMADO B. DELORIA,
Respondent.

CARPIO,
LEONARDO-DE CASTRO,
PERALTA,
BERSAMIN,
DEL CASTILLO,
PERLAS-BERNABE,
LEONEN,
JARDELEZA,
CAGUIOA,
TIJAM,
A. REYES, JR.,
GESMUNDO, and
J. REYES, JR., *JJ.*

Promulgated:

August 14, 2018

x-----x

DECISION

PERLAS-BERNABE, J.:

This administrative case stemmed from a verified complaint¹ dated March 4, 2005 filed by complainant Buenavista Properties, Inc. (BPI) before the Integrated Bar of the Philippines (IBP) against respondent Atty. Amado B. Deloria (Atty. Deloria) for allegedly violating multiple provisions of the Code of Professional Responsibility (CPR), which include Rules 15.01 and 15.03, Canon 15 on conflict of interest, Rule 12.02, Canon 12 on forum

¹ *Rollo*, pp. 2-9. The said complaint was filed by BPI's authorized representative Delfin V. Cruz, Jr.

shopping, and Canon 17 and Rules 18.03 and 18.04, Canon 18 for failure to file the necessary pleadings on behalf of his client.

The Facts

On May 7, 1992, BPI, a corporation duly organized and existing under Philippine laws, entered into a Joint Venture Agreement² (JVA) with La Savoie Development Corporation³ (LSDC), represented by Atty. Deloria, for the development of a parcel of land into a mixed-use commercial and residential subdivision and for the sale of the subdivided lots. BPI alleged that the plans, applications, and other documents of LSDC relative thereto were submitted to, processed, and evaluated by the Housing and Land Use Regulatory Board (HLURB) at the time when Atty. Deloria was one of its Commissioners.⁴

LSDC then sold the subdivided lots, albeit at very low prices. Further, LSDC misrepresented⁵ itself as the owner of the lots, prompting BPI to demand that LSDC refrain from further selling them. However, LSDC disregarded BPI's demands;⁶ hence, the latter filed a complaint⁷ against the former for termination of contract, recovery of property and damages, with prayer for the issuance of a temporary restraining order and a writ of preliminary mandatory injunction (*civil case*) before the Regional Trial Court (RTC) of Quezon City. With Atty. Deloria as counsel, LSDC filed an answer with counterclaim and a prayer for the issuance of a writ of preliminary mandatory injunction⁸ to direct BPI to execute the deeds of absolute sale and release the corresponding titles to the lot buyers. However, LSDC's application for a writ of preliminary mandatory injunction was denied.⁹

Thereafter, the lot buyers demanded LSDC to release the titles covering the subdivided lots; in turn, LSDC demanded the same from BPI. However, BPI refused, contending that it was not a party to the transactions between LSDC and the lot buyers, and that LSDC sold the lots despite its objections. Eventually, the RTC also denied LSDC's prayer for a writ of mandatory injunction.¹⁰

Subsequently, LSDC, through Atty. Deloria, filed a complaint¹¹ against BPI before the HLURB to compel the latter to execute the deeds of

² Id. at 10-16. See also the Addendum to the JVA dated February 19, 1996; id. at 17-20.

³ Also referred to as "La Savoie Development Corporation" in some parts of the *rollo*.

⁴ See *rollo*, pp. 2-4.

⁵ See Contract to Sell executed between LSDC and lot buyer Corazon Flores; id. at 29-30 and 232-236.

⁶ See letters dated August 15, 1997, July 22, 1996, and August 15, 1996; id. at 21-23.

⁷ Not attached to the *rollo*.

⁸ Dated March 17, 1998. *Rollo*, pp. 93-103.

⁹ See id. at 4-5. See also id. at 358.

¹⁰ See id.

¹¹ Filed on August 27, 1999. Id. at 104-108.

absolute sale and deliver the titles of the subdivided lots, the same reliefs prayed for in LSDC's answer with counterclaim in the *civil case*. Meanwhile, BPI further alleged that in order to shield LSDC from liability, Atty. Deloria convinced the lot buyers that the former was responsible for the non-delivery of their titles. Thus, several lot buyers appointed¹² him as counsel to file cases on their behalf against BPI before the HLURB.¹³

In March 2004, however, lot buyers Spouses Corazon Flores (Corazon) and Roberto Flores (collectively, Spouses Flores), through their attorney-in-fact Mariano L. Celis,¹⁴ filed a criminal case for *estafa*¹⁵ against LSDC President Jeanne G. Menguito (Menguito), premised on the latter's misrepresentation that she was the owner of the lot that Corazon purchased. An Information¹⁶ was later filed before the Metropolitan Trial Court of Makati City.¹⁷

Thereafter, Atty. Deloria filed several complaints¹⁸ for delivery of title against BPI before the HLURB on behalf of the lot buyers, which included the case entitled "*Marlon Bautista, Luisito V. Ingalia, and Wilfredo Latuja, represented by Atty. Amado B. Deloria, Attorney-in-Fact v. Buenavista Properties, Inc. and/or Josephine Conde, President*" docketed as HLURB Case No. REM-C-03-8-1171.¹⁹

On September 6, 2005, Corazon executed a *Sinumpaang Salaysay*²⁰ stating, among others, that she was induced by a "fixer" to engage the services of Atty. Deloria as her lawyer for the purpose of filing a case against BPI before the HLURB. She also attested that although Atty. Deloria represented her before the HLURB, he neglected his duties as counsel by refusing to communicate with her and failing to file the required pleadings.²¹

Finally, BPI alleged²² that Atty. Deloria made it appear that a certain Madelyn Hesola (Hesola) was the secretary of the President of BPI and in such capacity, received the HLURB's Notice of Decision²³ of a judgment against BPI, by reason of which Atty. Deloria moved for the issuance of a writ of execution.²⁴ However, BPI denied that Hesola was its employee,

¹² See the SPAs respectively filed by lot buyers Marlon Bautista, Luisito V. Ingalla, Wilfredo Latuja, Ramon G. Marino, and Corazon Flores; id. at 31-35.

¹³ See id. at 5. See also id. at 358.

¹⁴ See Special Power of Attorney dated March 25, 2004; id. at 68.

¹⁵ See Memorandum of Preliminary Investigation and Affidavit/Complaint dated March 29, 2004; id. at 65-67.

¹⁶ Not attached to the *rollo*.

¹⁷ See *rollo*, p. 191. See also id. at 358-359.

¹⁸ Id. at 36-51.

¹⁹ Dated December 8, 1994. Id. at 36-40.

²⁰ Id. at 330-331.

²¹ See id. See also id. at 359.

²² See id. at 6.

²³ Dated July 17, 2001; id. at 69. See also Decision dated June 14, 2001 penned by Legal Services Group Officer-in-Charge Atty. Donna R. Ladao; id. at 70-76.

²⁴ Dated February 10, 2003. Id. at 77-78.

much more the secretary of its President. It likewise alleged that Atty. Deloria misquoted various provisions in the JVA in a position paper he filed before the HLURB.²⁵

In view of the foregoing, BPI prayed for the suspension or disbarment of Atty. Deloria for committing multiple violations of the CPR, to wit: (a) **Rule 1.03**,²⁶ for encouraging the lot buyers to file cases against BPI in order to deflect the charges that the lot buyers have against LSDC; (b) **Rules 2.03**²⁷ and **8.02**²⁸ for convincing the Spouses Flores to withdraw the *estafa* case against Menguito and to appoint him as lawyer to file a case against BPI instead; (c) **Rules 1.01**²⁹ and **10.02**³⁰ when he resorted to lies with respect to the employment of Hesola and for misquoting the JVA in his pleadings; (d) **Rule 1.01** for inducing the lot buyers to file cases against BPI; (e) **Rules 15.01**³¹ and **15.03**³² for acting as counsel for LSDC and the lot buyers at the same time; (f) **Rule 12.02**³³ for having filed two (2) cases involving the same parties, issues, facts, and reliefs; (g) **Canon 17**³⁴ and **Rules 18.03**³⁵ and **18.04**,³⁶ **Canon 18**,³⁷ for failing to file the necessary pleadings on behalf of Corazon in the HLURB case; and (h) **Rule 6.03**³⁸ for acting as counsel for LSDC after leaving the government service as HLURB Commissioner.³⁹

In his defense,⁴⁰ Atty. Deloria argued that while the plans of the subdivision project of BPI were submitted to the HLURB in 1992 for evaluation, he wielded no influence to approve the said plans because the evaluation and approval of subdivision plans were vested with the

²⁵ See *id.* at 6-7.

²⁶ Rule 1.03 – A lawyer shall not, for any corrupt motive or interest, encourage any suit or proceeding or delay any man's cause.

²⁷ Rule 2.03 – A lawyer shall not do or permit to be done any act designed primarily to solicit legal business.

²⁸ Rule 8.02 – A lawyer shall not, directly or indirectly, encroach upon the professional employment of another lawyer, however, it is the right of any lawyer, without fear or favor, to give proper advice and assistance to those seeking relief against unfaithful or neglectful counsel.

²⁹ Rule 1.01 – A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

³⁰ Rule 10.02 – A lawyer shall not knowingly misquote or misrepresent the contents of a paper, the language or the argument of opposing counsel, or the text of a decision or authority, or knowingly cite as law a provision already rendered inoperative by repeal or amendment, or assert as a fact that which has not been proved.

³¹ Rule 15.01 – A lawyer, in conferring with a prospective client, shall ascertain as soon as practicable whether the matter would involve a conflict with another client or his own interest, and if so, shall forthwith inform the prospective client.

³² Rule 15.03 – A lawyer shall not represent conflicting interests except by written consent of all concerned given after a full disclosure of the facts.

³³ Rule 12.02 – A lawyer shall not file multiple actions arising from the same cause.

³⁴ Canon 17 – A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

³⁵ Rule 18.03 – A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

³⁶ Rule 18.04 – A lawyer shall keep the client informed of the status of his case and shall respond within a reasonable time to the client's request for information.

³⁷ Canon 18 – A lawyer shall serve his client with competence and diligence.

³⁸ Rule 6.03 – A lawyer shall not, after leaving government service, accept engagement or employment in connection with any matter in which he had intervened while in said service.

³⁹ See *rollo*, pp. 6-8. See also *id.* at 196-210.

⁴⁰ See Answer dated June 6, 2005; *id.* at 136-144.

Commissioner for Planning. He added that being only one of the four (4) commissioners of the HLURB, which always acted as a collegial body, he had very limited functions. Moreover, he denied that he resorted to machinations and “hoodwinked” the lot buyers into engaging him as their lawyer, explaining that he only wanted to help the fully-paid lot buyers to obtain their titles.⁴¹

Atty. Deloria likewise claimed that it was the staff of LSDC who served the Notice of Decision issued by the HLURB to Hesola. Further, he asserted that Section 7 (b) of Republic Act (RA) No. 6713,⁴² otherwise known as the “Code of Conduct and Ethical Standards for Public Officials and Employees,” which proscribed his appearance before the HLURB within one (1) year from resignation, retirement, or separation from public office, no longer applies to him, considering that he has retired as HLURB Commissioner thirteen (13) years prior to becoming LSDC’s counsel.⁴³

Finally, he averred that: (a) being an artificial person incapable of experiencing physical suffering or mental anguish, BPI cannot institute this action; (b) assuming without admitting that it can do so, no resolution of the Board of Directors of BPI was passed authorizing the filing of this complaint; (c) LSDC has the authority, under the JVA, to sell lots in the subdivision project; (d) the right to the delivery of the title of a buyer who has fully paid cannot be affected by any misunderstanding or litigation between the parties to a JVA; and (e) the complaint is tainted with bad faith, considering that two (2) days before the filing of the present complaint, the

⁴¹ See id. at 136-139.

⁴² Entitled “AN ACT ESTABLISHING A CODE OF CONDUCT AND ETHICAL STANDARDS FOR PUBLIC OFFICIALS AND EMPLOYEES, TO UPHOLD THE TIME-HONORED PRINCIPLE OF PUBLIC OFFICE BEING A PUBLIC TRUST, GRANTING INCENTIVES AND REWARDS FOR EXEMPLARY SERVICE, ENUMERATING PROHIBITED ACTS AND TRANSACTIONS AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF AND OTHER PURPOSES,” approved on February 20, 1989, Section 7 of which states:

Section 7. *Prohibited Acts and Transactions.* – In addition to acts and omissions of public officials and employees now proscribed in the Constitution and existing laws, the following shall constitute prohibited acts and transactions of any public official and employee and are hereby declared to be unlawful:

x x x x

(b) *Outside employment and other activities related thereto.* – Public officials and employees during their incumbency shall not:

- (1) Own, control, manage or accept employment as officer, employee, consultant, counsel, broker, agent, trustee or nominee in any private enterprise regulated, supervised or licensed by their office unless expressly allowed by law;
- (2) Engage in the private practice of their profession unless authorized by the Constitution or law, provided, that such practice will not conflict or tend to conflict with their official functions; or
- (3) Recommend any person to any position in a private enterprise which has a regular or pending official transaction with their office.

These prohibitions shall continue to apply for a period of one (1) year after resignation, retirement, or separation from public office, except in the case of subparagraph (b) (2) above, but the professional concerned cannot practice his profession in connection with any matter before the office he used to be with, in which case the one-year prohibition shall likewise apply.

x x x x (Emphasis and underscoring supplied)

⁴³ See *rollo*, pp. 139-141.

N

President of BPI informed him of an imminent disbarment case should he fail to cause the withdrawal of the lot buyers' complaints against BPI.⁴⁴

The IBP's Report and Recommendation

In a Report and Recommendation⁴⁵ dated July 20, 2016, the IBP Investigating Commissioner found Atty. Deloria administratively liable, and accordingly, recommended that he be meted the penalty of suspension from the practice of law for two (2) years.⁴⁶

The Investigating Commissioner found that Atty. Deloria did not violate Rules 1.03, 2.03, and 8.02 of the CPR on the ground of insufficiency of evidence. Likewise, Atty. Deloria was found not guilty of violating Rules 1.01 and 10.02 of the CPR as BPI failed to show that he had a role in the wrongful designation of Hesola or that he knowingly misquoted the JVA in a position paper he filed with the HLURB.⁴⁷

However, the Investigating Commissioner found Atty. Deloria *guilty* of violating Rules 15.01 and 15.03 of the CPR for representing conflicting interests. Records show that on March 30, 2004, Corazon filed the *estafa* case against Menguito, President of LSDC, whose lawyer was Atty. Deloria. The basis for the *estafa* charges was Menguito's misrepresentation that she was the owner of the lot Corazon purchased. Thereafter, or on June 15, 2004, Atty. Deloria, *on behalf of Corazon*, filed a complaint for delivery of title with the HLURB against BPI with LSDC as third-party respondent. Thus, Atty. Deloria simultaneously represented LSDC President Menguito and Corazon, a lot buyer, who had conflicting interests. Likewise, he represented several lot buyers as complainants in the HLURB case against BPI while also representing LSDC as third-party respondent therein. The Investigating Commissioner noted that Atty. Deloria failed to show that he obtained the written consent of the parties concerned.⁴⁸

Similarly, the Investigating Commissioner found Atty. Deloria liable for violating Rule 12.02 of the CPR on forum shopping, having prayed in its answer with counterclaim with prayer for the issuance of a writ of preliminary mandatory injunction in the *civil case* before the RTC that BPI be directed to execute the deeds of absolute sale and deliver the titles covering the subdivided lots, and thereafter, when the prayer for injunction was denied, filed a complaint before the HLURB praying for the same reliefs. In fact, the HLURB eventually dismissed the complaint filed before

⁴⁴ See *id.* at 141-143.

⁴⁵ *Id.* at 356-370. Penned by Commissioner Leo B. Malagar.

⁴⁶ *Id.* at 370.

⁴⁷ See *id.* at 363-365.

⁴⁸ See *id.* at 365-366.

it on the ground of *litis pendentia*, finding the presence of all the elements therefor.⁴⁹

Finally, Atty. Deloria was also found to have violated Canon 17 and Rules 18.03 and 18.04, Canon 18 of the CPR for his failure to file the necessary pleadings for his client and to inform and communicate with her, as attested to by Corazon in her *Sinumpaang Salaysay*.⁵⁰

As regards the alleged violation of Rule 6.03 of the CPR, the Investigating Commissioner found no violation thereof, as the proscription under Section 7 (b) of RA 6713 prohibiting a former public officer from engaging in certain transactions applies only for a period of one (1) year after his/her resignation, retirement, or separation from office. As Atty. Deloria was engaged as LSDC's counsel thirteen (13) years after his retirement from HLURB, the prohibition no longer applies to him. Moreover, BPI failed to prove that Atty. Deloria intervened in any of the transactions where LSDC was involved during his stint as HLURB Commissioner.⁵¹

Parenthetically, as regards BPI's standing to institute the present case, the Investigating Commissioner noted that a corporate entity may institute disbarment proceedings,⁵² as in this case.

In a Resolution⁵³ dated June 17, 2017, the IBP Board of Governors adopted the aforesaid report and recommendation.⁵⁴

The Issue Before the Court

The essential issue in this case is whether or not grounds exist to hold Atty. Deloria administratively liable for any violations of the CPR.

The Court's Ruling

After a punctilious review of the records, the Court concurs with the conclusion of the IBP Board of Governors that Atty. Deloria should be held administratively liable in this case.

⁴⁹ See id. at 367-368.

⁵⁰ See id. at 368-369.

⁵¹ See id. at 369.

⁵² See id. at 370.

⁵³ See Notice of Resolution No. XXII-2017-1216; id. at 354-355.

⁵⁴ See id. at 354.

***Atty. Deloria represented
conflicting interests***

Rules 15.01 and 15.03, Canon 15 of the CPR state:

CANON 15 – x x x

Rule 15.01 – A lawyer, in conferring with a prospective client, shall ascertain as soon as practicable whether the matter would involve a conflict with another client or his own interest, and if so, shall forthwith inform the prospective client.

x x x x

Rule 15.03 – A lawyer shall not represent conflicting interests except by written consent of all concerned given after a full disclosure of the facts.

In *Hornilla v. Salunat*,⁵⁵ the Court explained the test to determine conflict of interest, to wit:

There is conflict of interest when a lawyer represents inconsistent interests of two or more opposing parties. The test is “whether or not in behalf of one client, it is the lawyer’s duty to fight for an issue or claim, but it is his duty to oppose it for the other client. In brief, if he argues for one client, this argument will be opposed by him when he argues for the other client.” This rule covers not only cases in which confidential communications have been confided, but also those in which no confidence has been bestowed or will be used. Also, there is conflict of interest if the acceptance of the new retainer will require the attorney to perform an act which will injuriously affect his first client in any matter in which he represents him and also whether he will be called upon in his new relation to use against his first client any knowledge acquired through their connection. **Another test of the inconsistency of interests is whether the acceptance of a new relation will prevent an attorney from the full discharge of his duty of undivided fidelity and loyalty to his client or invite suspicion of unfaithfulness or double-dealing in the performance thereof.**⁵⁶

“The rule against conflict of interest also ‘prohibits a lawyer from representing new clients whose interests oppose those of a former client in any manner, whether or not they are parties in the same action or on totally unrelated cases,’ since *the representation of opposing clients, even in unrelated cases, ‘is tantamount to representing conflicting interests or, at the very least, invites suspicion of double-dealing which the Court cannot allow.’*”⁵⁷ Moreover, the requirement under Rule 15.03 is quite clear. A lawyer must secure the *written consent* of all concerned parties after a full

⁵⁵ 453 Phil. 108 (2003).

⁵⁶ Id. at 111-112.

⁵⁷ See *Romero v. Evangelista, Jr.*, A.C. No. 11829, February 26, 2018; citations omitted.

disclosure of the facts;⁵⁸ failure to do so would subject him to disciplinary action⁵⁹ as he would be found guilty of representing conflicting interests.⁶⁰

In this case, Atty. Deloria represented Menguito, the President of LSDC, in the criminal case for *estafa* that the Spouses Flores filed against her. Subsequently, however, Atty. Deloria filed a complaint⁶¹ for delivery of title against BPI *on behalf of Corazon* before the HLURB. As such, Atty. Deloria simultaneously represented Menguito and Corazon despite their conflicting interests, considering that Corazon's *estafa* case against Menguito was premised on the latter's and LSDC's alleged misrepresentation⁶² of ownership over the lots sold and LSDC's eventual failure to deliver the title.⁶³ It must be stressed that it was LSDC that obligated itself to ensure the transfer of the ownership of the purchased lot to Corazon, a lot buyer, pursuant to the Contract to Sell⁶⁴ executed between them. Thus, Atty. Deloria's simultaneous representation of Menguito and Corazon *sans* their written consent after a full disclosure of the facts violated the rules on conflict of interest.

Moreover, he represented several lot buyers as complainants in HLURB Case No. REM-C-03-8-1171 against BPI while also representing LSDC as third-party respondent therein. In fact, he even filed a Position Paper⁶⁵ on behalf of *both* the complainants therein and LSDC. Such dual representation without the written consent of the parties again constitutes a violation of Rules 15.01 and 15.03, Canon 15 of the CPR, warranting disciplinary action therefor.

***Atty. Deloria committed
forum shopping***

Likewise, Atty. Deloria violated Rule 12.02, Canon 12 of the CPR on forum shopping, which states:

CANON 12 – x x x

x x x x

Rule 12.02 – A lawyer shall not file multiple actions arising from the same cause.

⁵⁸ See *Palacios v. Amora, Jr.*, A.C. No. 11504, August 1, 2017.

⁵⁹ See *id.*, citing *Gonzales v. Cabucana, Jr.*, 515 Phil. 296, 306 (2006).

⁶⁰ See *id.*

⁶¹ Dated June 14, 2004. *Rollo*, pp. 46-51.

⁶² See Affidavit/Complaint; *id.* at 272-273.

⁶³ See *id.* at 365-366.

⁶⁴ See *id.* at 29-30.

⁶⁵ Dated February 8, 2000. *Id.* at 80-92.

Forum shopping exists when, as a result of an adverse decision in one forum, or in anticipation thereof, a party seeks a favorable opinion in another forum through means other than appeal or *certiorari*.⁶⁶ There is forum shopping when the elements of *litis pendentia* are present or where a final judgment in one case will amount to *res judicata* in another. They are as follows: (a) identity of parties, or at least such parties that represent the same interests in both actions; (b) identity of rights or causes of action; and (c) identity of relief sought.⁶⁷

In the *civil case* before the RTC, Atty. Deloria, on behalf of LSDC, filed an answer with counterclaim and prayed for the issuance of a writ of preliminary mandatory injunction⁶⁸ to direct BPI to execute the deeds of absolute sale and release the titles covering the purchased subdivided lots. Notwithstanding the RTC's denial of LSDC's application for a writ of preliminary mandatory injunction in an Order⁶⁹ dated August 11, 1998, as well as the pendency of the main case therein, Atty. Deloria nonetheless lodged a complaint⁷⁰ before the HLURB praying for the same relief as that pleaded for in its answer with counterclaim – to compel BPI to execute deeds of absolute sale and deliver the titles over the subdivided lots. Clearly, the elements of *litis pendentia* are present, considering: (a) the identity of parties, *i.e.*, BPI and LSDC; (b) identity of rights or causes of action, *i.e.*, BPI and LSDC being parties to the JVA, from which sprang their respective rights and obligations; and (c) identity of reliefs sought, *i.e.*, to compel BPI to execute the deeds of absolute sale and deliver the titles of the purchased lots. In fact, the HLURB in its Decision⁷¹ dated September 27, 2000 dismissed LSDC's complaint based on the same ground.

Atty. Deloria neglected his duties to his client

Finally, Atty. Deloria violated Canon 17 and Rules 18.03 and 18.04, Canon 18 of the CPR, which state:

CANON 17 – A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

CANON 18 – A lawyer shall serve his client with competence and diligence.

x x x x

⁶⁶ *Teodoro III v. Gonzales*, 702 Phil. 422, 428 (2013), citing *Polanco v. Cruz*, G.R. No. 182426, February 13, 2009, 579 SCRA 489, 495.

⁶⁷ *Id.*

⁶⁸ *Rollo*, pp. 93-103.

⁶⁹ Not attached to the *rollo*.

⁷⁰ *Rollo*, pp. 104-108.

⁷¹ *Id.* at 110-118. Penned by Housing and Land Use Arbiter Atty. Gina A. Antonio.

2

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

Rule 18.04 – A lawyer shall keep the client informed of the status of his case and shall respond within a reasonable time to the client's request for information.

In this case, Corazon attested to the fact that Atty. Deloria failed to communicate with and inform her, as his client, about her complaint against BPI before the HLURB. Likewise, Atty. Deloria failed to file the required position paper and draft decision before the HLURB. As such, he neglected the legal matters entrusted to him and failed to serve his client with competence and diligence, for which he must be clearly held administratively liable.

***Penalty imposed upon
Atty. Deloria***

In *Quiambao v. Bamba*,⁷² the Court explained that the penalty *solely* for a lawyer's representation of conflicting interests on the basis of jurisprudence is suspension from the practice of law for one (1) to three (3) years.⁷³ On the other hand, in the case of *Williams v. Enriquez*,⁷⁴ the Court imposed the penalty of suspension from the practice of law for six (6) months upon the respondent for violating the rule on forum shopping. Finally, in *Pilapil v. Carillo*,⁷⁵ the Court suspended a lawyer from the practice of law for six (6) months after finding that he had failed to file a petition for *certiorari* from the adverse decision rendered in the case of his client despite the latter's repeated follow-ups. The Court imposed a similar penalty in *Quiachon v. Ramos*⁷⁶ for respondent's failure to keep the client informed of the status of the case and to promote the client's cause, thereby neglecting the case entrusted to him.

In view thereof, and under the circumstances of the present case, the Court finds that a penalty of two (2) years suspension from the practice of law would suffice. Further, Atty. Deloria is warned that a repetition of this and other similar acts will be dealt with more severely.

WHEREFORE, respondent Atty. Amado B. Deloria is found **GUILTY** of violating Rules 15.01 and 15.03 of Canon 15, Rule 12.02 of Canon 12, Canon 17, and Rules 18.03 and 18.04 of Canon 18 of the Code of Professional Responsibility. Accordingly, he is hereby **SUSPENDED** from the practice of law for a period of two (2) years, effective upon his receipt

⁷² 505 Phil. 126 (2005), cited in *Palacios v. Amora*, supra note 58.

⁷³ See id. at 139.

⁷⁴ 769 Phil. 666 (2015).

⁷⁵ 443 Phil. 193(2003).


⁷⁶ 735 Phil. 1 (2014).

of this Decision, with a **STERN WARNING** that a repetition of the same or similar acts will be dealt with more severely.

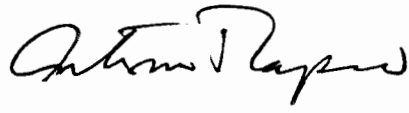
The suspension from the practice of law shall take effect immediately upon receipt by respondent of this Decision. Respondent is **DIRECTED** to immediately file a Manifestation to the Court that his suspension has started, copy furnished all courts and quasi-judicial bodies where he has entered his appearance as counsel.

Let copies of this Decision be furnished the Office of the Bar Confidant to be entered in respondent's personal record as a member of the Philippine Bar, the Integrated Bar of the Philippines for distribution to all its chapters, and the office of the Court Administrator for circulation to all courts.

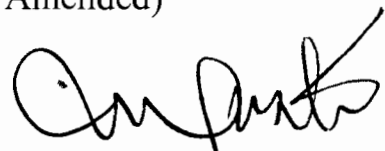
SO ORDERED.



ESTELA M. PERLAS-BERNABE
Associate Justice

WE CONCUR:


ANTONIO T. CARPIO
Senior Associate Justice
(Per Section 12, Republic Act No. 296,
The Judiciary Act of 1948, As Amended)



TERESITA J. LEONARDO-DE CASTRO
Associate Justice


DIOSDADO M. PERALTA
Associate Justice


LUCAS P. BERSAMIN
Associate Justice


MARIANO C. DEL CASTILLO
Associate Justice


MARVIC M.V.F. LEONEN
Associate Justice


FRANCIS H. JARDELEZA
Associate Justice



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice



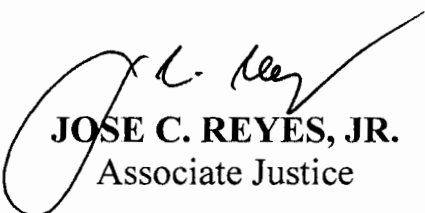
NOEL GIMENEZ TIJAM
Associate Justice



ANDRES B. REYES, JR.
Associate Justice




ALEXANDER G. GESMUNDO
Associate Justice



JOSE C. REYES, JR.
Associate Justice

CERTIFIED TRUE COPY



EDGAR O. ARICHETA
Clerk of Court En Banc
Supreme Court