



SUPREME COURT OF THE PHILIPPINES  
 PUBLIC INFORMATION OFFICE  
**RECEIVED**  
 NOV 06 2019  
 BY: Yd  
 TIME: 11:15

**Republic of the Philippines  
 Supreme Court  
 Manila**

**EN BANC**

**JOSE ANTONIO G. GABUCAN,**  
 Complainant,

**A.C. No. 12019**

Present:

- versus -

**BERSAMIN, C.J.,  
 CARPIO,  
 PERALTA,  
 PERLAS-BERNABE,  
 LEONEN,  
 JARDELEZA,  
 CAGUIOA  
 A. REYES, JR.,  
 GESMUNDO,  
 J. REYES, JR.,  
 HERNANDO,  
 CARANDANG,  
 LAZARO-JAVIER,  
 INTING,  
 ZALAMEDA, JJ.**

**ATTY. FLORENCIO A. NARIDO,  
 JR.,**

Respondent.

Promulgated:

September 3, 2019

X-----X

**RESOLUTION**

**CARANDANG, J.:**

In a Complaint<sup>1</sup> filed by Jose Antonio G. Gabucan (complainant) against Atty. Florencio A. Narido, Jr. (Atty. Narido, Jr.), complainant

<sup>1</sup> Rollo, pp. 2-8.

9

charges Atty. Narido, Jr. for violation of Rule 1.01,<sup>2</sup> Canon 1, Rule 18.04,<sup>3</sup> Canon 18 and Rule 20.04,<sup>4</sup> Canon 20 of the Code of Professional Responsibility (CPR).

### Fact of the Case

Complainant alleged that he is the owner of a parcel of land covered by Transfer Certificate of Title (TCT) No. 3934 located at Catarman, Camiguin. He hired the services of Atty. Narido, Jr. to initiate an ejectment case before the 2<sup>nd</sup> Municipal Circuit Trial Court of Catarman, Sagay (MCTC) against Rogelio Ebalang (Ebalang).<sup>5</sup>

On December 7, 2004, the parties concluded an Agreement<sup>6</sup> as to the engagement of Atty. Narido, Jr., as the lawyer of Gabucan, to wit:

07 December 2004

MR. JOSE ANTONIO G. GABUCAN  
Liloan, Catarman, Camiguin Province

RE: HANDLING THE COMPLAINT FOR UNLAWFUL  
DETAINER AGAINST ROGELIO EBALANG AT THE  
MUNICIPAL CIRCUIT TRIAL COURT OF  
CATARMAN

Dear Mr. Gabucan,

In line with our practice to appraise our client in advance regarding our fees in handling a particular case, we are pleased to submit the foregoing proposal for your consideration. Please be advised that our fees is based on a semi-contingent basis as follows:

- a. Acceptance fee is waived
- b. Professional fee is 35% of the property or its value and the amount of damages that may be awarded in favor of client
- c. Appearance fee is ₱2,500.00 per hearing subject to changes should circumstances warrant upon prior notice and consent of the client.

Appearance fee shall become due each and every time the Law Firm through any of its partners or associates makes representation on your behalf before the court or any government agencies or for a (sic) in relation to the above case.



<sup>2</sup> Rule 1.01 – A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

<sup>3</sup> 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.

<sup>4</sup> Rule 20.04 – A lawyer shall avoid controversies with clients concerning his compensation and shall resort to judicial action only to prevent imposition, injustice or fraud.

<sup>5</sup> *Rollo*, p. 2

<sup>6</sup> *Id.* at 10-11.

Expenses or fees incidental to the processing of papers or documentation, photocopying, mailing, transportation, meals, lodging and similar expenses shall be for the client's account and for this purpose the client shall deposit with the Law Firm the amount of ₱1,000.00.

Docketing, filing and other miscellaneous fees as may be determined by the court shall be paid for by the client. The client shall be notified properly for the payment of the obligation.

The Law Firm shall inform the client for the need to replenish the deposit should the same be consumed for the purpose intended.

In the event the controversy is settled in favor of the client at any stage of the proceedings, the foregoing contractual obligation of the client shall become immediately due.

If you agree to the foregoing terms and conditions, please affix your signature to show your conformity and this instrument shall then become our handling agreement in this case.

Very truly yours,

[(Sgd)] ATTY. FLORENCIO A. NARIDO, JR.  
For the Firm

With My Conformity

[(Sgd)] JOSE ANTONIO G. GABUCAN  
Client

On December 10, 2004, Atty. Narido, Jr. entered into a Contract of Lease<sup>7</sup> with the complainant over a property covered by Original Certificate of Title (OCT) No. 386, the property that would be the subject of the unlawful detainer case. Thereafter, Atty. Narido, Jr. took possession of the litigated property and introduced improvements by building a shanty made up of mixed materials.<sup>8</sup>

On March 18, 2008, complainant, through Atty. Narido, Jr. filed a case for unlawful detainer against Ebalang over the subject property covered by OCT No. 386.<sup>9</sup>

On April 5, 2005, the MCTC rendered a Decision<sup>10</sup> in favor of the complainant and ordered the ejectment of Ebalang.

---

<sup>7</sup> Id. at 12.

<sup>8</sup> Id. at 3.

<sup>9</sup> Id.

<sup>10</sup> Penned by Presiding Judge Nannette Michote E. Lao; id. at 13-16.

On appeal, the Regional Trial Court of Mambajao, Camiguin, Branch 28 (RTC), in its Decision<sup>11</sup> dated February 15, 2006, dismissed the appeal and remanded the case to the MCTC for execution.

Ebalang, however, filed a Petition for Review<sup>12</sup> before the Court of Appeals (CA).<sup>13</sup> Pending review by the CA, Atty. Narido, Jr. failed to communicate to complainant, to at least apprise or report the status of the case. Atty. Narido, Jr., likewise, failed to file a comment or memorandum as required by the CA.<sup>14</sup>

In a Decision<sup>15</sup> dated February 28, 2008, the CA granted the petition and remanded the case to the MCTC for further proceedings.

Because of the inaction of Atty. Narido, Jr., complainant felt aggrieved such that he was forced to hire the services of another lawyer to continue prosecuting the remanded case before the MCTC. Atty. Narido, Jr. did not object to the termination of his services.<sup>16</sup>

On April 2, 2011, complainant amicably settled the attorney's fees of Atty. Narido, Jr., fixing the 35% contingent fee of the latter at ₱70,000.00. The partial payment of ₱35,000.00 to be paid on that day, while the other ₱35,000.00 to be paid 15 days after the initial payment but not later than the end of June 2011. Atty. Narido, Jr. further agreed to voluntarily relinquish, abandon, or waive all and whatever interest he had over Lot 3934, together with all improvements he introduced therein, and further agreed that the costs of the demolition shall be on his account. To evidence the same, Atty. Narido, Jr. prepared an Acknowledgment with Quitclaim.<sup>17</sup>

Eventually, the MCTC rendered a decision in favor of complainant. Thus, the latter immediately executed the judgment and took possession of the property by leasing the same to a certain Bernard Guani (Guani). Thus, Guani began introducing improvements in the leased property.<sup>18</sup>

On November 4, 2011, the complainant, through his representative Evangelisto Z. Almonia (Almonia), sought to pay the remaining ₱35,000.00 to Atty. Narido, Jr. However, the latter refused to accept the same, unless an additional amount of ₱10,000.00 would be paid, as payment for the materials of his improvements that were demolished.<sup>19</sup>

Then, on November 6, 2011, Atty. Narido, Jr., by coercion and intimidation, re-entered the property and had his men build a structure thereon purposely to obstruct and to prevent the passage of the dump trucks

---

<sup>11</sup> Penned by Judge Rustico D. Paderanga; id. at 17-24.

<sup>12</sup> Not attached to the *rollo*.

<sup>13</sup> *Rollo*, p. 3.

<sup>14</sup> Id. at 4.

<sup>15</sup> Not attached to the *rollo*.

<sup>16</sup> *Rollo*, p. 4.

<sup>17</sup> Id. at 25.

<sup>18</sup> Id. at 5.

<sup>19</sup> Id. at 26.



of Guani. Thus, a certain Minerva Adaza Cunayan, an employee of Guani, reported the same to the police station.<sup>20</sup>

On November 8, 2011, complainant filed a complaint with the Integrated Bar of the Philippines (IBP) Commission on Bar Discipline (IBP-CBD).

In his Answer,<sup>21</sup> Atty. Narido, Jr. admitted that he was engaged by the complainant in a semi-contingency basis to file a case for unlawful detainer against Ebalang.<sup>22</sup>

Atty. Narido, Jr. claimed that of all the hearings he attended for the complainant's case, complainant only paid his appearance fee once. Even with the disregard of complainant's obligation, he did not abandon the case until a favorable decision was issued by the MCTC. When Ebalang appealed the decision of the MCTC, Atty. Narido, Jr. informed Almonia to advise the complainant that a separate professional fee for the appeal has to be agreed upon. Atty. Narido, Jr., however, claimed that he never heard from the complainant or Almonia despite repeated reminders. Despite the absence of a separate agreement, Atty. Narido, Jr. still represented the complainant in the RTC, until again, a favorable decision was rendered by the court. Even with this development, Atty. Narido, Jr. alleged that neither the complainant nor Almonia communicated with him nor answered his request for a separate professional fee.<sup>23</sup>

When Ebalang appealed the case to the CA, Atty. Narido, Jr. still represented the complainant despite the absence of a separate professional fee agreement. Atty. Narido, Jr. stated that he was already confident that the CA will uphold the rulings of the MCTC and the RTC, which is why he did not see the need to file a comment or a memorandum.<sup>24</sup>

When the CA decision remanded the case to the MCTC, it was only at this point that the complainant communicated with him and informed him that he will engage the services of a new lawyer to handle the remanded case. Atty. Narido, Jr. reminded the complainant that he still has unpaid obligations to the former, including his contingency fee. Since the complainant was a political ally, Atty. Narido, Jr. accommodated his plea of consideration. When the MCTC rendered a decision in the remanded case in favor of the complainant, the latter immediately had it executed.<sup>25</sup>

Without his knowledge, Atty. Narido, Jr. learned that the complainant conveyed the subject property to Guani for an undisclosed sum of money without informing him that his share, totalling to about 76 square meters of the property, was included in the disposition. Despite this, Atty. Narido, Jr.

---

<sup>20</sup> Id. at 27.

<sup>21</sup> Id. at 48-54.

<sup>22</sup> Id. at 49.

<sup>23</sup> Id.

<sup>24</sup> Id. at 50.

<sup>25</sup> Id.

9

did not confront the complainant because he still has his house built on the property. Thus, complainant had no choice but to negotiate with Atty. Narido Jr. if he was willing to sell his portion of the lot, since Guani demanded that the property be delivered to him free from any claims from other persons.<sup>26</sup>

Thereafter, they agreed that complainant was to pay Atty. Narido, Jr. ₱35,000.00 initially. As evidence of their agreement, Atty. Narido, Jr. executed an Acknowledgment with Quitclaim.<sup>27</sup> Atty. Narido, Jr. claimed that he agreed to undertake the demolition of the house in order to allow him to salvage materials therefrom. However, even if the complainant had not paid in full and without prior notice to Atty. Narido, Jr., the latter asserted that the complainant caused the demolition of the house scattering all the materials. Because of the dump trucks of Guani that entered the property, Atty. Narido, Jr. claimed that his materials were buried and he cannot retrieve and use them for his purpose. Consequently, Atty. Narido, Jr. demanded that complainant pay the amount of ₱10,000.00 to compensate him for the valuable materials, which were buried. Atty. Narido Jr. claimed that the ₱10,000.00 was a meager amount considering that the construction of his house amounted to ₱260,000.00.<sup>28</sup>

Atty. Narido, Jr. claimed that the lease of the property between him and complainant was merely a strategy to prevent Guani to take possession of the property. Atty. Narido, Jr. claimed that even before the filing of the unlawful detainer case, it appeared that a certain Mrs. Banaag sold the subject property to Guani. The strategy proved to be successful because Guani was not able to enter the property.<sup>29</sup>

Atty. Narido, Jr. asserted that he was not remiss in his obligation to keep his client informed of the status of his case. He gave constant updates to Almonia due to complainant's constant absence from the country. It was complainant who reneged on his obligations. He also did not engage in any unlawful, dishonest, immoral or deceitful conduct because he fully served complainant even beyond the term of his engagement.<sup>30</sup>

### **IBP Commission on Bar Discipline**

On July 29, 2015, the Investigating Commissioner found that Atty. Narido, Jr. violated Rule 18.04 of the CPR and his Lawyer's Oath, thus:

IN VIEW OF THE FOREGOING, it is respectfully submitted that a clear case for disciplinary sanction has been duly established against respondent and it is recommended that respondent be **SUSPENDED** from the practice of law for a period of **TWO (2) YEARS**.

---

<sup>26</sup> Id.  
<sup>27</sup> Id. at 25..  
<sup>28</sup> Id. at 51.  
<sup>29</sup> Id. at 51-52.  
<sup>30</sup> Id. at 53.



RESPECTFULLY SUBMITTED.<sup>31</sup>

### **IBP Board of Governors**

On August 27, 2016, the IBP Board of Governors issued a Resolution<sup>32</sup> adopting the findings of the Investigating Commissioner, thus:

RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner imposing the penalty of SUSPENSION from the practice of law for a period of two (2) years.

### **Issue**

Whether Atty. Narido, Jr., is guilty of violating the CPR and his Lawyer's Oath, necessitating his suspension from the practice of law for two (2) years.

### **The Ruling of the Court**

In disciplinary proceedings against lawyers, public interest is the primary objective. The Court is called upon to determine whether a lawyer is still fit to be allowed the privileges of the practice of law. Thus, the Court calls upon the lawyer to account for his actuations as an officer of the court, with the end in view of preserving the purity of the legal profession and the proper and honest administration of justice by purging the profession of members, who by their misconduct is not worthy to be entrusted with the duties and responsibilities that pertain to a lawyer.<sup>33</sup>

***Atty. Narido Jr. violated Rule 18.04 of the CPR by failing to inform the complainant of the status of the case.***

Rule 18.04 of the CPR states that “[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.”

A lawyer's duty to keep his client constantly updated on the developments of his case is crucial in maintaining the client's confidence. The lawyer needs to inform his client, timely and adequately, important updates and status affecting the client's case. He should not leave his client in the dark as how to he is defending the client's interest.<sup>34</sup>

In this case, Atty. Narido, Jr. claims that he has constantly updated complainant through his representative Almonia. However, Atty. Narido, Jr. did not present any document establishing such fact. It is logical that Atty.

---

<sup>31</sup> Id. at 86.

<sup>32</sup> Id. at 64.

<sup>33</sup> *Ylaya v. Gacott*, 702 Phil. 390, 407 (2013).

<sup>34</sup> *Mendoza vda. de Robosa v. Atty. Mendoza*, 769 Phil. 359, 377 (2015).

9

Narido, Jr. should have at least a document formally informing the complainant of the status of the case. He stated that he knew that the complainant was hardly in the Philippines, then it would have been more prudent, in keeping with his duty to inform his client of the status of the case, to formally inform the complainant in writing and not merely verbally through Almonia, which Atty. Narido, Jr. has not proven.

As held in the case of *Mendoza vda. de Robosa v. Atty. Juan B. Mendoza*,<sup>35</sup>

Canon 18 of the CPR mandates that a lawyer shall serve his client with competence and diligence. Rule 18.03 further provides that a lawyer shall not neglect a legal matter entrusted to him and his negligence in connection therewith shall render him liable.

Thus:

Once he agrees to take up the cause of a client, a 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. Elsewise 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.

Here, Atty. Narido, Jr. admitted that he did not file any comment or memorandum before the CA, since he was already confident that it was no longer necessary because the CA will affirm the findings of the MCTC and the RTC. This is arrogance on the part of Atty. Narido, Jr. He has no way of knowing that the CA will indeed rule in favor of his client. In fact, the CA reversed the rulings of the MCTC and the RTC. The least that Atty. Narido, Jr. could have done was to file a manifestation stating that his client, complainant, is waving his right to file a comment or memorandum, since the pleadings he filed before the lower courts sufficiently established the cause of complainant. Atty. Narido, Jr. should not have simply disregarded the filing of the comment or memorandum. He owes it to his client to exert

---

<sup>35</sup> Id.

9



his best and diligent efforts to protect the client's interest. His failure to file the comment or memorandum required by the CA, especially in an arrogant and presumptuous way, and his failure to inform the complainant of the status of the case constitutes inexcusable negligence which entails disciplinary sanction.

In the case of *Mendoza vda. de Robosa v. Atty. Mendoza*,<sup>36</sup> where the respondent lawyers similarly violated Rule 18.03 and Rule 18.04 of the CPR, the respondent lawyers were suspended for a period of six (6) months. Further, *The Heirs of Tiburcio F. Ballesteros, Sr. v. Atty. Apiag*<sup>37</sup> also involved a lawyer's violation of Rule 18.03 and Rule 18.04 of the CPR, and this Court also suspended the respondent lawyer for a period of six (6) months.

In the present case, for Atty. Narido, Jr.'s violation of Rule 18.03 and Rule 18.04 of the CPR, We find a suspension from the practice of law for a period of six months justified.

***A contingent fee contract is valid and binding but the same must be reasonable and just under the circumstances.***

A contingency fee agreement has been generally rendered as valid and binding in this jurisdiction. It is a contract in writing in which the fee, generally a fixed percentage of what may be recovered in an action, is made to depend upon the success of the case.<sup>38</sup> The terms of the contingency fee contract largely depends upon the reasonableness of the amount fixed as contingent fee under the circumstances of the case.<sup>39</sup> Canon 13 of the Canons of Professional Ethics states that a contract for a contingent fee, when sanctioned by law, should be reasonable under all the circumstances of the case including the risk and uncertainty of the compensation, but should always be subject to the supervision of the court as to its reasonableness.<sup>40</sup>

In this case, Atty. Narido, Jr. claims that the contingency fee agreement between him and the complainant is only limited at the MCTC level and a separate contingency fee is required in the appeal before the RTC and another separate contingency fee is required in the appeal before the CA. Be it noted that the amount of contingency fee in the instant case is 35% of the property or its value. A separate contingency fee for the appeal before the RTC and another separate contingency fee for the appeal before the CA is clearly unreasonable, unjustified and unconscionable. It should be stated that this is a mere ejectment case and requiring a 35% contingency fee of the property or its value and limiting the same only in the MCTC case is clearly

---

<sup>36</sup> Id.

<sup>37</sup> 508 Phil. 113 (2005).

<sup>38</sup> *Sps. Jacinto v. Atty. Bangot Jr.*, 706 Phil. 302, 315 (2016).

<sup>39</sup> *Mendoza vda. de Robosa v. Atty. Mendoza*, supra note 34.

<sup>40</sup> Id.

violative of Section 24, Rule 138 of the Rules of Court, which explicitly provides:

*Sec. 24. Compensation of attorneys; agreement as to fees.* – An attorney shall be entitled to have and recover from his client no more than a reasonable compensation for his services, with a view to the importance of the subject matter of the controversy, the extent of the services rendered, and the professional standing of the attorney. No court shall be bound by the opinion of attorneys as expert witnesses as to the proper compensation, but may disregard such testimony and base its conclusion on its own professional knowledge. A written contract for services shall control the amount to be paid therefor unless found by the court to be unconscionable or unreasonable.

The practice of law is not a business. Public service, not profit, should be the primary consideration. Lawyering is not primarily meant to be a money-making venture, and law advocacy is not a capital that necessarily yields profits. To serve and administer Justice must be the primary purpose of lawyers and their personal interest should be subordinate.<sup>41</sup>

Atty. Narido, Jr. makes it appear that complainant owes him for representing the latter in the appeal before the RTC and the CA, despite the absence of a separate retainer agreement from complainant. Atty. Narido, Jr. should be reminded that this is exactly his duty to his client and not a circumstance that would be interpreted as a noble act or that would mitigate his unethical conduct. Once he accepted or agreed to take up the cause of the complainant, Atty. Narido, Jr. owes fidelity to such case. It is a fundamental rule in ethics that an attorney who undertakes an action impliedly stipulates to carry it to its termination, that is, until the case becomes final and executory. He cannot simply abandon his client and withdraw his service without reasonable cause and only upon proper notice with the court.<sup>42</sup>

***Atty. Narido, Jr. violated the prohibition provided under Article 1646 of the Civil Code.***

A lawyer's relationship to his client demands a highly fiduciary relationship. It requires a high standard of conduct and demands utmost fidelity, candor, fairness and good faith.<sup>43</sup>

In this case, Atty. Narido, Jr. acquired for himself, interest over complainant's property, which is the subject of litigation. In fact, even before the filing of the complaint for unlawful detainer, Atty. Narido, Jr., already had the complainant sign over to him, in the guise of a lease contract, the complainant's property. Article 1646,<sup>44</sup> in relation to Article

<sup>41</sup> *Bengco v. Atty. Bernardo*, 687 Phil. 7, 16-17 (2012).

<sup>42</sup> *De Juan v. Atty. Baria III*, 473 Phil. 161, 167 (2004).

<sup>43</sup> *Macarilay v. Serião*, 497 Phil. 349, 356 (2005).

<sup>44</sup> CIVIL CODE, Art. 1646 The persons disqualified to buy referred to in Articles 1490 and 1491, are also disqualified to become lessees of the things mentioned therein.

1491<sup>45</sup> of the Civil Code, explicitly provides that lawyers are prohibited from leasing, either in person or through an agent, property and rights which may be the object of any litigation to which they may take part by virtue of their profession.<sup>46</sup> The prohibition, which rests on considerations of public policy and interests is intended to curtail any undue influence of the lawyer upon his client on account of his fiduciary and confidential relationship with him.<sup>47</sup>

As held in the case of *Heirs of Juan De Dios E. Carlos v. Atty. Linsangan*,<sup>48</sup> viz.:

Plainly, these acts are in direct contravention of Article 1491(5) of the Civil Code which forbids lawyers from acquiring, by purchase or assignment, the property that has been the subject of litigation in which they have taken part by virtue of their profession. **While Canon 10 of the old Canons of Professional Ethics, which states that [t]he lawyer should not purchase any interests in the subject matter of the litigation which he is conducting, is no longer reproduced in the new Code of Professional Responsibility (CPR), such proscription still applies considering that Canon 1 of the CPR is clear in requiring that a lawyer shall uphold the Constitution, obey the laws of the land and promote respect for law and legal process** and Rule 13 8, Sec. 3 which requires every lawyer to take an oath to "obey the laws as well as the legal orders of the duly constituted authorities therein." Here, the law transgressed by Atty. Linsangan is Article 1491(5) of the Civil Code, in violation of his lawyer's oath.<sup>49</sup> (Emphasis ours).

Atty. Narido, Jr., to excuse himself from his unlawful act, claims that the lease is merely a strategy to prevent Guani to take possession of the property. According to him, a certain Mrs. Banaag sold the property to Guani, as such, to prevent the latter from taking possession of the property,

<sup>45</sup> CIVIL CODE, Art. 1491. The following persons cannot acquire by purchase, even at a public or judicial auction, either in person or through the mediation of another:

- (1) The guardian, the property of the person or persons who may be under his guardianship;
- (2) Agents, the property whose administration or sale may have been entrusted to them, unless the consent of the principal has been given;
- (3) Executors and administrators, the property of the estate under administration;
- (4) Public officers and employees, the property of the State or of any subdivision thereof, or of any government-owned or controlled corporation, or institution, the administration of which has been intrusted to them; this provision shall apply to judges and government experts who, in any manner whatsoever, take part in the sale;

(5) Justices, judges, prosecuting attorneys, clerks of superior and inferior courts, and other officers and employees connected with the administration of justice, the property and rights in litigation or levied upon an execution before the court within whose jurisdiction or territory they exercise their respective functions; this prohibition includes the act of acquiring by assignment and shall apply to lawyers, with respect to the property and rights which may be the object of any litigation in which they may take part by virtue of their profession.

(6) Any others specially disqualified by law. (Emphasis Ours).

<sup>46</sup> *Mananquil v. Villegas*, 267 Phil. 132, 138 (1990).

<sup>47</sup> *Zalamea v. Atty. De Guzman, Jr.*, 798 Phil 1, 7 (2016).

<sup>48</sup> A.C. No. 11494, July 24, 2017.

<sup>49</sup> Id.

9

complainant suggested to him, that the latter leased the property from complainant.

This allegation is flawed in many points. *First*, if the same was merely a strategy, Atty. Narido, Jr. should not have asserted that his lease was to expire only on December 14, 2014.<sup>50</sup> *Second*, if it was true that Guani already bought the property, why would the latter agree to merely leasing the property? *Third*, the Police Blotter<sup>51</sup> itself indicated that the “lot owned by formerly Ex Mayor Antonio Gabucan which was rented by Mr. Bernard Guani.”

The fact that Atty. Narido, Jr. will go through such lengths to fabricate facts show his unethical conduct and unfitness to be a member of the Bar. Atty. Narido, Jr. took an oath that he will obey the laws, do no falsehood and conduct himself as a lawyer according to the best of his knowledge and discretion.<sup>52</sup>

Further, Rule 10.01 of the CPR provides that “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”.

Clearly, Atty. Narido, Jr. committed unethical conduct directly in contravention with his Lawyer’s Oath and the CPR to which he must be sanctioned.

In the case of *Heirs of Juan De Dios E. Carlos v. Atty. Linsangan*,<sup>53</sup> where Atty. Jaime S. Linsangan apportioned for himself and his wife a portion of the property that is subject of the litigation, We sanctioned the lawyer to a suspension for a period of six (6) months.

In the present case, although what was involved was merely a lease of the subject property, considering that the same is also prohibited under Article 1646 of the Civil Code, a suspension of six (6) months from the practice of law is deemed proper.

***Atty. Narido, Jr. cannot be faulted from demanding ₱10,000.00 for his buried materials and preventing the dump trucks of Guani from entering the leased premises as he was only protecting his interest over his materials.***

9

<sup>50</sup> Rollo, pp. 52-53.

<sup>51</sup> Id. at 27.

<sup>52</sup> *Jimenez v. Atty. Francisco*, 749 Phil. 551, 556 (2014).

<sup>53</sup> A.C. No. 11494, July 24, 2017, supra note 48.

scattered over the leased premises and were buried by the dump trucks of Guani.

The Acknowledgment with Quitclaim<sup>54</sup> executed by Atty. Narido, Jr. states:

Acknowledgment with Quitclaim

Know all men by these Presents:

For and in consideration of the sum of Seventy Thousand (₱70,000.00) Pesos paid to me as follows: (a) upon execution (today) ₱35,000.00; (b) fifteen (15) days after Jose Antonio G. Gabucan leaves for USA = ₱35,000.00 but not later than end of June 2011.

I hereby RELINQUISH (sic), ABANDON or waive all and whatever interest I have over lot 3934 together with all the improvements I introduced thereon.

It is understood that the cost of demolition of materials shall be for my account.

April 26, 2011. Looc, Catarman, Camiguin.

It is undisputed that the professional fee of Atty. Narido, Jr. in the amount of ₱70,000.00 was not yet fully paid. Only the first installment, amounting to ₱35,000.00 was paid by the complainant. As provided in their agreement, the complainant was obligated to pay the other ₱35,000.00, 15 days after the complainant leaves for the United States of America, but not later than June 2011. Further, the parties agreed that the cost of demolition of materials will be undertaken by Atty. Narido, Jr. in order to salvage his materials. However, in contravention with the agreement, complainant offered to pay Atty. Narido, Jr. only on November 4, 2011. Worse, the complainant immediately demolished the improvement of Atty. Narido, Jr. and scattered the materials of the latter all over the leased premises. Further, the dump trucks and boulders of Guani filled the area and buried the materials of Atty. Narido, Jr. Because of this, Atty. Narido, Jr. was not able to salvage any materials that were of value.

Be it noted that at the time the complainant demolished the improvements of Atty. Narido, Jr. and unceremoniously scattered and left the latter's materials over the leased premises, Atty. Narido, Jr. has not been fully paid his professional fees. The complainant cannot just simply demolish the improvements without notice to Atty. Narido, Jr. and without paying in full the latter's professional fee. Atty. Narido Jr. was only acting within his rights and was protecting his interest when he returned to the premises to salvage his materials and prevent the dump trucks of Guani from further burying it.

---

<sup>54</sup> Rollo, p. 25.

As such, We cannot subscribe to the recommendation of the IBP-CBD and the IBP Board of Governors to suspend Atty. Narido, Jr. for a period of two (2) years, especially when the latter cannot be bound by the Acknowledgment with Quitclaim, and be sanctioned for his act of re-entering the leased premises when it was the complainant who violated their agreement.

However, for Atty. Narido Jr.'s violation of the prohibition contained in Article 1646 of the Civil Code, he is hereby suspended for a period of six (6) months from the practice of law. Also, for his violation of Rule 18.03 and 18.04 of the CPR, Atty. Narido, Jr. is also suspended for another period of six (6) months from the practice of law. Thus, Atty. Narido, Jr. is hereby suspended for a total of one (1) year from the practice of law.

**WHEREFORE**, premises considered, this Court Resolves to **MODIFY** the findings of the Integrated Bar of the Philippines Board of Governors. Accordingly, for his violation of Article 1646, in relation to Article 1491 of the Civil Code, Atty. Florencio A. Narido, Jr. is hereby **SUSPENDED** from the practice of law for a period of **SIX (6) MONTHS**, and for his violation of Rule 18.03 and 18.04 of the Code of Professional Responsibility, Atty. Florencio A. Narido, Jr. is also hereby **SUSPENDED** from the practice of law for a period of another **SIX (6) MONTHS**, for a total of **ONE (1) YEAR**.

Let a copy of this Resolution be furnished to the Office of the Bar Confidant to be entered into the records of Atty. Florencio A. Narido, Jr. Copies shall likewise be furnished to the Integrated Bar of the Philippines and the Office of the Court Administrator for circulation to all courts concerned.

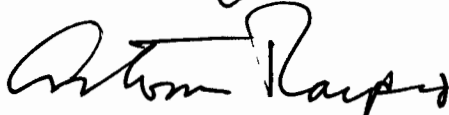
**SO ORDERED.**

  
**ROSMARIE B. CARANDANG**  
*Associate Justice*


**WE CONCUR:**



**LUCAS F. BERSAMIN**  
*Chief Justice*




**ANTONIO T. CARPIO**  
*Associate Justice*



**DIOSDADO M. PERALTA**  
*Associate Justice*



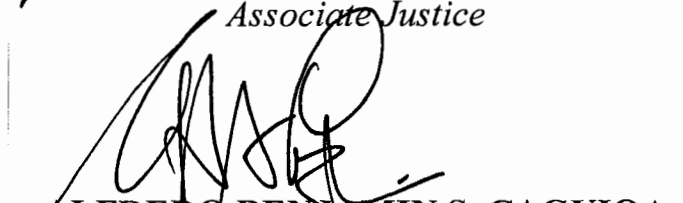
**ESTELA M. PERLAS-BERNABE**  
*Associate Justice*



**MARVIC MARIO VICTOR F. LEONEN**  
*Associate Justice*



**FRANCIS H. JARDELEZA**  
*Associate Justice*



**ALFREDO BENJAMIN S. CAGUIOA**  
*Associate Justice*



**ANDRES B. REYES, JR.**  
*Associate Justice*



**ALEXANDER G. GESMUNDO**  
*Associate Justice*



**JOSE C. REYES, JR.**  
*Associate Justice*



**RAMON PAUL L. HERNANDO**  
*Associate Justice*



**AMY C. LAZARO-JAVIER**  
*Associate Justice*




**HENRI JEAN PAUL B. INTING**  
*Associate Justice*



**RODIL V. ZALAMEDA**  
*Associate Justice*

CERTIFIED TRUE COPY



**EDGARDO O. ARCHETA**  
Clerk of Court En Banc  
Supreme Court