



Republic of the Philippines
Supreme Court
Baguio City

EN BANC

MERCEDITA V. CUENCA,

Complainant,

A.C. No. 11227

[Formerly CBD Case No. 16-5210]

Members:

GESMUNDO, Chief Justice,

LEONEN,

CAGUIOA,

HERNANDO,*

LAZARO-JAVIER,

INTING,

ZALAMEDA,

LOPEZ, M.,

GAERLAN,

ROSARIO,**

LOPEZ, J.,

DIMAAMPAO,

MARQUEZ,

KHO, JR.,* and**

SINGH, JJ.

- versus-

ATTY. ALBERT VILLASECA

Respondent.

Promulgated:

April 25, 2023

X-----X

* On leave.

** On leave.

*** No part.

PER CURIAM:**DECISION****The Case**

In her Letter-Complaint¹ dated March 10, 2016, Mercedita V. Cuenca sought the disbarment of respondent Atty. Albert Villaseca (Atty. Villaseca). She essentially alleged that she and her husband, Nestor Cuenca (Nestor) executed three separate deeds of real estate mortgage over three parcels of land (subject properties) in favor of Allied Banking Corporation (Allied Bank). The subject properties, all located in Imus, Cavite, were registered under their names and covered by Transfer Certificate of Title (TCT) Nos. T-664758, T-632575, and T-697656, respectively.²

On December 12, 2001, Allied Bank initiated extrajudicial foreclosure proceedings on these properties. A notice of extra-judicial sale was later on issued by the Clerk of Court of the Regional Trial Court-Imus, Cavite, and the auction sale was scheduled on December 20, 2002.³

Meantime, she and Nestor referred their legal problem to Atty. Villaseca to stop the auction sale and recover the subject properties. For his engagement, Atty. Villaseca charged PHP 40,000.00 as acceptance fee. Since they were not able to immediately raise this amount, the subject properties were eventually auctioned off as scheduled, with Allied Bank emerging as the highest bidder.⁴

But they did not easily give up. Eventually, they were able to raise the money and pay Atty. Villaseca on installment PHP 40,000.00 which they were able to settle in full on November 21, 2003.⁵ Meantime, she entrusted all the pertinent documents to him in preparation for the filing of a case in court. He told her not to worry and assured her that she and Nestor would be able to recover the subject properties from Allied Bank.⁶

On August 23, 2003, Nestor passed away.⁷ Three weeks after his burial, she went to Atty. Villaseca's office to follow-up on their case since at that time they had already engaged him as their counsel and had already paid him a total of PHP 39,000.00 out of the stipulated PHP 40,000.00 acceptance fee. During that meeting, Atty. Villaseca told her to prepare PHP 600,000.00,

¹ *Rollo*, pp. 2-6.

² *Id.* at 23.

³ *Id.*

⁴ *Id.* at 109.

⁵ *Id.*

⁶ *Id.*

⁷ *Id.* at 21.

telling her that PHP 500,000.00 would go to Allied Bank while the remaining PHP 100,000.00 would go to the judge who would decide the case.⁸

From January 2004 up to May 2004, she had paid Atty. Villaseca a total of PHP 604,000.00, as shown by the official receipts issued by the Villaseca Law Office.⁹ Meanwhile, she made constant follow-ups with Atty. Villaseca regarding the status of the case she thought was already filed in court. Each time, Atty. Villaseca just reassured her that she would be able to recover the subject properties.¹⁰

Sometime in July 2008, she got surprised when Atty. Villaseca made her sign a verification and certification against forum shopping for a complaint yet to be filed. All along, she thought that a case had already been filed in court per Atty. Villaseca's repeated assurance to her.¹¹ Nonetheless, she continued to repose her full faith and trust in him.¹² Eventually, a complaint for Declaration of Nullity of Certificate of Sale and Cancellation of Transfer Certificates of Title¹³ dated July 10, 2008 was filed. The case was raffled to the Regional Trial Court, Branch 20 Imus, Cavite docketed as Civil Case No. 2242-08.

During a court-sponsored mediation, Allied Bank offered a settlement for PHP 2,000,000.00. She wanted to accept the offer but Atty. Villaseca discouraged her. He reassured her that they would be able to recover the subject properties.¹⁴ From 2013 to 2014, she consistently asked for updates from Atty. Villaseca who simply reiterated his assurance that they would be able to recover the subject properties. He also advised her to just wait for the court notice.¹⁵

During the latter part of 2015, however, she could no longer locate Atty. Villaseca whether in his residence or in his office. The last time they met in person was on May 15, 2015. During that meeting, Atty. Villaseca told her that in order to recover two out of the three subject properties, she must prepare PHP 300,000.00 and bring it to his residence in Palico 1, Imus, Cavite on June 30, 2015. In compliance, she did all she could to raise the amount which she brought to the residence of Atty. Villaseca exactly on June 30, 2015. But he was not there.¹⁶

⁸ *Id.* at 110.

⁹ *Id.* at 13-20.

¹⁰ *Id.* at 110.

¹¹ *Id.*

¹² *Id.*

¹³ *Id.* at 22-28.

¹⁴ *Id.* at 4.

¹⁵ *Id.* at 111.

¹⁶ *Id.*

Later on, she discovered that the trial court, by Order¹⁷ dated May 21, 2013 had already dismissed Civil Case No. 2242-08 due to Atty. Villaseca's failure to attend the hearing despite notice and warning. A Certificate of Finality¹⁸ was then issued on October 17, 2013.

She got confused why Atty. Villaseca still asked from her PHP 300,000.00 in 2015, when all along Civil Case No. 2242-08 was dismissed two years ago in 2013. Worse, she also found out that one of the subject properties was already sold by Allied Bank.¹⁹

At any rate, she attempted several times to meet with Atty. Villaseca, but the same proved futile. Even her attempts to retrieve the case records from his office failed. The last thing she did was to secure a photocopy of the case records from the trial court.²⁰ After reviewing the records, she was again confused why Atty. Villaseca never informed her about the status of the subject properties and the progress of her case, including the scheduled hearings. She also got disappointed that despite the dismissal of the case, Atty. Villaseca never resorted to any further available remedy to protect her rights and interests as his client.²¹

In sum, Atty. Villaseca committed fraud and negligence in the performance of his duties as her counsel. Despite the full trust and faith she reposed in him as her lawyer, he just took advantage of her lack of legal knowledge and desperation to recover the subject properties. His actions are unbecoming of a lawyer, hence, he must be disbarred.²²

By Resolution²³ dated October 5, 2016, the Court deemed Atty. Villaseca's Manifestation²⁴ with attached *Sinumpaang Salaysay* as his Comment. In his *Sinumpaang Salaysay*²⁵ dated August 12, 2016, Atty. Villaseca denied the accusations against him. He maintained that his professional fee for the case was only PHP 135,000.00 while other amounts he received from complainant were for the other legal services he rendered to her and Nestor. Also, he did not ask for PHP 100,000.00 as payment for the judge who would decide the case nor did he meet with complainant on May 15, 2015 to demand PHP 300,000.00. Lastly, he was not negligent in handling the case. He denied receipt of any notice or order regarding the dismissal of the complaint. Too, even if he desired to continue extending his assistance to complainant after the dismissal of the complaint, he could not do so because

¹⁷ *Id.* at 29, RTC Order dated May 21, 2018, penned by Presiding Judge Fernando L. Felicen.

¹⁸ *Id.* at 32.

¹⁹ *Id.* at 111.

²⁰ *Id.* at 6.

²¹ *Id.*

²² *Id.*

²³ *Id.* at 49.

²⁴ *Id.* at 39-41.

²⁵ *Id.* at 42-44.

he was suspended from the practice of law, a fact known to complainant.²⁶ He also maintained that the complainant altered the receipts issued by the Villaseca Law Office. And that he only accepted the case in 2008 and not in 2002.²⁷

Proceedings before the Investigating Commissioner

Following the Court's referral of the case to the Integrated Bar of the Philippines (IBP), Commissioner Romualdo A. Din Jr. issued a Notice of Mandatory Conference on January 10, 2017 and ordered the parties to appear on February 24, 2017. After several postponements, however, the mandatory conference finally pushed through on November 24, 2017. Upon its termination, the parties were directed to submit their respective position papers within a non-extendible period of 20 days from notice, otherwise, the case would be deemed submitted.²⁸ As it was, both parties failed to file their respective position papers.²⁹

Report and Recommendation of the Investigating Commissioner

By his Report and Recommendation³⁰ dated July 12, 2018, Investigating Commissioner recommended that Atty. Villaseca be found administratively liable for violating Canon 15, Canon 17, and Canon 18, Rule 18.03 and 18.04 of the Code of Professional Responsibility (CPR) and meted the penalty of disbarment.

Commissioner Din found that complainant was able to muster the required quantum of substantial evidence to prove the charges against Atty. Villaseca. In contrast, Atty. Villaseca's defenses were untenable. Commissioner Din noted that Atty. Villaseca was previously suspended from the practice of law by virtue of the Decision dated October 1, 2013 in A.C. No. 7922 entitled *Mattus v. Atty. Villaseca*, for gross neglect of duty.

Too, records showed that the trial court's Order dated May 21, 2013 dismissing Civil Case No. 2242-08 was sent to Atty. Villaseca on June 17, 2013. At that time, he was not yet serving his suspension and could still render legal service as complainant's counsel such as pursuing available remedies against the dismissal of the case. Atty. Villaseca, however, failed to discharge his duty to protect his client's cause and interests. In fact, he did not even bother to inform complainant of the dismissal of Civil Case No. 2242-08

²⁶ *Id.* at 113.

²⁷ *Id.* at 112.

²⁸ *Id.* at 179-180.

²⁹ *Id.* at 180.

³⁰ *Id.* at 178-187.

Indeed, Atty. Villaseca's omissions and inexcusable negligence transgressed his responsibilities as a lawyer and were clear violations of Canon 15, Canon 17, and Canon 18, Rule 18.03, and 18.04 of the CPR. Notably, his inexcusable negligence in the performance of his duties as counsel resulted in irreparable damage to complainant, his client.³¹

Report and Recommendation of the IBP Board of Governors

By Resolution³² dated February 15, 2019, the IBP Board of Governors (IBP-BOG) adopted the findings against Atty. Villaseca but modified the penalty, thus:

*RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner, with modification, to impose upon the Respondent the penalty of FIVE (5) YEARS SUSPENSION FROM THE PRACTICE OF LAW plus the RESTITUTION of the amount of SIX HUNDRED FOUR THOUSAND PESOS ([PHP] 604,000.00) in favor of the Complainant.*³³ (Emphasis in the original)

Atty. Villaseca's Motion for Reconsideration was denied under Resolution³⁴ dated May 21, 2022.

Our Ruling

The Court adopts the factual findings of the IBP-BOG but modifies the penalty.

Membership in the Bar is a privilege burdened with conditions. As a privilege bestowed by law through the Supreme Court, membership in the Bar may be withdrawn where circumstances concretely show the lawyer's lack of essential qualifications³⁵ including honesty, fidelity, and integrity. Indeed, these traits are not only a condition precedent for admission to the legal profession but must also remain intact to maintain one's standing in this exclusive and honored society. A high sense of honesty and fair dealing are expected and required of members of the Bar. They must conduct themselves with great propriety, and their behavior must be beyond reproach anywhere and at all times.³⁶

³¹ *Id.* at 184-187.

³² *Id.* at 105-106.

³³ *Id.* at 105.

³⁴ *Id.* at 172-173.

³⁵ *Garrido v. Garrido*, 652 Phil. 347, 366 (2010), [*Per Curiam, En Banc*].

³⁶ *Mendoza v. Diciembre*, 599 Phil. 182, 191 (2009), [*Per Curiam, En Banc*].

The CPR, which Atty. Villaseca vowed to uphold, clearly affirms this kind of conduct. Thus, it is expected that every lawyer, being an officer of the Court, must not only be of good moral character, but must also be seen to be leading lives in accordance with the highest moral standards of the community.³⁷ On this score, the Court finds that Atty. Villaseca has failed to live up to these standards.

Atty. Villaseca is liable for violations of Canons 1, 15, 16, 17, and 18 of the CPR

First. As early as 2003, complainant and her husband Nestor had already paid Atty. Villaseca's acceptance fee in full and engaged his legal services to assist them in the recovery of the subject properties. From 2003 to 2004, complainant yielded to the numerous monetary demands of Atty. Villaseca relative to his engagement as such. Atty. Villaseca, in turn, repeatedly assured complainant each time the latter asked for an update on the supposed filing of the case that he claimed he was already working on. He further assured her that they would be able to recover the subject properties. As it was, however, it was only sometime in July 2008 or four to five years later when Atty. Villaseca made complainant sign the verification and certification against forum shopping for a complaint he was just about to file in court. To emphasize, it took Atty. Villaseca about four to five years from his engagement to file the complaint in court, albeit time was of the essence.

Second. Atty. Villaseca failed to appear during the scheduled hearing of the case despite notice and warning. As a result, the trial court dismissed the case. The dismissal attained finality since Atty. Villaseca did not pursue any of the remedies available to him under the rules to protect his client's rights and interest.

Third. Atty. Villaseca did not bother to give complainant any update about the case notwithstanding that the latter kept asking for it. Worse, he never informed her that the case was already dismissed by the trial court in 2013. He simply mouthed his usual reassurances that the case would prosper, and she would be able to recover the subject properties.

Fourth. Atty. Villaseca kept demanding and receiving hundreds of thousands of money from complainant, albeit it turned out he simply neglected the case after it got filed. Worse, long after the case was already dismissed with finality, he still demanded PHP 300,000.00 from her.

³⁷ *Advincula v. Advincula*, 787 Phil. 101, 112 (2016), [Per J. Bersamin, *En Banc*].

Fifth. On several occasions, Atty. Villaseca avoided complainant and even ignored her request for a meeting. He also ignored her request for copies of the court records and other relevant documents.

Notably, the charges against respondent found support in the records, viz.: (1) copies of official receipts³⁸ issued by the Villaseca Law Office to complainant on different dates, representing the different amounts she paid to Atty. Villaseca from 2003 to 2004; (2) copy of the Complaint for Declaration of Nullity of Certificate of Sale and Cancellation of Transfer Certificates of Title³⁹ dated July 10, 2008; (3) copy of the Order⁴⁰ of dismissal dated May 21, 2013 in Civil Case No. 2242-08 due to the absence of Atty. Villaseca during the scheduled hearing; (4) copy of the Certificate of Finality⁴¹ dated October 17, 2013 in Civil Case No. 2242-08; and (5) copy of the Certification⁴² issued by the Office of the Postmaster showing Atty. Villaseca's receipt of the notice of the dismissal in Civil Case No. 2242-08 on June 17, 2013.

Against all these, Atty. Villaseca only interposed bare denial. But the same must fail in light of the positive, consistent, straightforward, and credible statements of complainant as borne by the ample documentary evidence on record.

There is no question that Atty. Villaseca committed multiple acts of dishonesty and deceit towards complainant, his client. To repeat, he (1) belatedly filed complainant's case in court about four or five years after she engaged his legal services, despite the repeated assurances that he was already working on the case; (2) failed to inform complainant of any updates on the case, let alone its dismissal by the trial court; (3) demanded large amounts of money from complainant, purporting that it would be for the recovery of the subject properties, even if it actually turned out that he neglected the case by not attending the scheduled hearing; (4) demanded PHP 300,000.00 from complainant in 2015 notwithstanding the dismissal of the case two years ago in 2013; and (5) made constant empty assurances to complainant that the case would prosper and the subject properties would be restored to her. Singly or collectively, these acts constitute a violation of Canon 1, Rule 1.01 of the CPR, to wit:

CANON 1 — A lawyer shall uphold the constitution, obey the laws of the land and promote respect for law and for legal processes.

³⁸ *Rollo*, pp. 9–20.

³⁹ *Id.* at 22–28.

⁴⁰ *Id.* at 29.

⁴¹ *Id.* at 32.

⁴² *Id.* at 30.

RULE 1.01 A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

By his repeated omission and failure to update his client of the case status despite the latter's repeated request, especially the decree of dismissal; and his failure to pursue any of the available remedies against such decree of dismissal directly caused serious damage and prejudice to his client whose chance to recover her properties was forever lost. Respondent is therefore guilty of violations of Canon 17 and Canon 18, Rules 18.03, and 18.04 of the CPR, viz.:

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

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.

Indeed, once a lawyer agrees to handle a case, he or she is required to undertake the task with zeal, care, and utmost devotion. Every case which a lawyer accepts deserves full attention, diligence, skill, and competence, regardless of its importance. Clients are led to expect that lawyers would always be mindful of their cause and, accordingly, exercise the required degree of diligence in handling their affairs. On the other hand, a lawyer is expected to maintain, at all times, a high standard of legal proficiency and to devote his full attention, skill, and competence to the case, regardless of its importance and whether he accepts it for a fee.⁴³

The Court has consistently held that, in constructing Rules 18.03 and 18.04, the mere failure of the lawyer to perform the obligations due to the client is considered per se a violation.⁴⁴ Thus, in *Villafuerte v. Cortez*,⁴⁵ the Court held that a lawyer is negligent if he failed to do anything to protect his

⁴³ *Laurel v. Atty. Delute*, A.C. No. 12298, September 1, 2020, [*Per Curiam, En Banc*].

⁴⁴ *See Solidon v. Atty. Macalalad*, 627 Phil. 284, 289 (2010), [*Per J. Brion, Second Division*].

⁴⁵ A.C. No. 3455, 351 Phil. 915 (1998), [*Per J. Vitug, First Division*].

client's interest after receiving his acceptance fee. In *Garcia v. Atty. Manuel*,⁴⁶ the Court penalized a lawyer for failing to inform the client of the status of the case, among other matters.

So must it be.

As for his demand for PHP 600,000.00, PHP 100,000.00 of which he claimed would be given to the judge who would decide the case, Atty. Villaseca committed calumny in breach of Rules 15.06 and 15.07 of Canon 15 of the CPR, to wit:

CANON 15 — A lawyer shall observe candor, fairness and loyalty in all his dealings and transactions with his client.

x x x

RULE 15.06 A lawyer shall not state or imply that he is able to influence any public official, tribunal or legislative body.

RULE 15.07 A lawyer shall impress upon his client compliance with the laws and the principles of fairness.

By imputing that the judge who would decide the case was up for sale and compelling his client to cough up the supposed bribe money, Atty. Villaseca tarnished the reputation of the members of the bench. His act tended to erode the trust and confidence of the people in our judicial system. He thus deserves to be severely punished.⁴⁷

Lastly, the Court finds Atty. Villaseca guilty of violating Canon 16, Rule 16.01 of the CPR which requires a lawyer to account for all the money received from the client, *viz.*:

CANON 16 — A lawyer shall hold in trust all moneys and properties of his client that may come into his possession.

RULE 16.01 A lawyer shall account for all money or property collected or received for or from the client.

⁴⁶ 443 Phil. 479, (2003), [Per J. Davide Jr., First Division].

⁴⁷ See *Domingo v. Atty. Revilla, Jr.*, 835 Phil. 1 (2018), [Per Curiam, En Banc].

Atty. Villaseca did not account for nor returned the following amounts he received from his client, viz.:

PHP 15,000.00 on August 4, 2003;
PHP 4,000.00 on August 5, 2003;
PHP 20,000.00 on August 15, 2003;
PHP 1,000.00 on November 21, 2003;
PHP 39,000.00 on January 29, 2004;
PHP 100,000.00 on April 5, 2004;
PHP 60,000.00 on April 12, 2004;
PHP 40,000.00 on April 14, 2004;
PHP 235,000.00 on April 16, 2004;
PHP 20,000.00 on April 29, 2004;
PHP 20,000.00 on May 18, 2004; and
PHP 50,000.00 on May 25, 2004.⁴⁸

Verily, when a lawyer receives money from the client for a particular purpose, the lawyer is bound to render an accounting to the client showing that the money was spent for the intended purpose. Consequently, if not used accordingly, the money must be returned immediately to the client. As such, a lawyer's failure to return the money to his client is a violation of the trust reposed on him or her and is indicative of the lawyer's lack of integrity, as here.⁴⁹

Atty. Villaseca must be disbarred

Atty. Villaseca's multiple serious infractions clearly showed his utter disrespect for the law and legal processes,⁵⁰ and serious breach of the trust and confidence reposed in him by his client in handling her case and even the funds entrusted to him for a specific purpose.⁵¹

Under Section 27, Rule 138 of the Revised Rules of Court,⁵² a lawyer may be disbarred or suspended by the Court for any of the following acts: (1) deceit; (2) malpractice; (3) gross misconduct in office; (4) grossly immoral

⁴⁸ *Rollo*, pp. 9–20.

⁴⁹ *See Olayta-Camba v. Bongon*, 757 Phil. 1 (2015), [Per J. Perlas-Bernabe, First Division].

⁵⁰ Code of Professional Responsibility, Canon 1

⁵¹ *Id.* Canon 16.

⁵² **Section 27.** Attorneys removed or suspended by Supreme Court on what grounds. — A member of the bar may be removed or suspended from his office as attorney by the Supreme Court for any deceit, malpractice, or other gross misconduct in such office, grossly immoral conduct, or by reason of his conviction of a crime involving moral turpitude, or for any violation of the oath which he is required to take before the admission to practice, or for a wilfull disobedience of any lawful order of a superior court, or for corruptly or willful appearing as an attorney for a party to a case without authority so to do. The practice of soliciting cases at law for the purpose of gain, either personally or through paid agents or brokers, constitutes malpractice.

conduct; (5) conviction of a crime involving moral turpitude; (6) violation of the lawyer's oath; (7) willful disobedience of any lawful order of a superior court; and (8) willfully appearing as an attorney for a party without authority to do so.

Too, a lawyer may be disbarred or suspended for any violation of his or her oath, a patent disregard of his or her duties, or an odious deportment unbecoming of an attorney. Significantly, a lawyer must at no time be wanting in probity and moral fiber. These are not only conditions precedent to his entrance to the Bar, but are likewise essential demands for his or her continued membership in it.⁵³

In imposing the appropriate penalty in administrative cases, it is the duty of the Court to exercise its sound judicial discretion based on the surrounding facts of the case.⁵⁴ The power to disbar must be exercised with great caution, and may be imposed only in a clear case of misconduct that seriously affects the standing and the character of the lawyer as an officer of the Court and as a member of the Bar. Disbarment should never be decreed where any lesser penalty could accomplish the end desired.⁵⁵ The Court must consider that the primary purposes of disciplinary proceedings are to protect the public; to foster public confidence in the Bar; to preserve the integrity of the profession; and to deter other lawyers from similar misconduct.⁵⁶

*The Court, however, will not hesitate to impose the penalty of disbarment when the guilty party has become a repeat offender.*⁵⁷

In *Flores v. Atty. Mayor, Jr.*,⁵⁸ after finding Atty. Mayor guilty of clear neglect of duty and gross ignorance of the law, the Court considered the latter's previous six-month suspension in *Lahm III v. Atty. Mayor, Jr.*⁵⁹ in meting out the extreme penalty of disbarment. In *Francisco v. Atty. Real*,⁶⁰ the Court, in imposing the penalty of disbarment, considered the fact that Atty. Real has been disciplined by the Court in three different administrative cases within the past eight years.

⁵³ See *Penilla v. Atty. Alcid, Jr.*, 717 Phil. 210, 219 (2013), [Per J. Villarama, First Division].

⁵⁴ *Alcantara v. Atty. Salas*, A.C. No. 3989, (2019), [Per J. Reyes, First Division].

⁵⁵ *Mangubat v. Atty. Herrera*, A.C. No. 9457, April 5, 2022, [Per Curiam, En Banc].

⁵⁶ *Valdez v. Atty. Dabon*, 773 Phil. 109, 127 (2015), [Per Curiam, En Banc].

⁵⁷ *Pacao v. Atty. Limos*, 787 Phil. 121, 128 (2016), [Per Curiam, En Banc].

⁵⁸ 767 Phil. 687, 691 (2015), [Per Curiam, En Banc].

⁵⁹ 682 Phil. 1 (2012), [Per J. Reyes, Second Division].

⁶⁰ A.C. No. 12689, September 1, 2020, [Per Curiam, En Banc].

Recently, in *Lao v. Atty. Causing*,⁶¹ the Court ruled that disbarment was the proper penalty to be imposed upon Atty. Causing since the latter had just served his one-year suspension. Previously, in *Velasco v. Atty. Causing*,⁶² Atty. Causing was found guilty of violating Canon 1, Rule 8.01, Canon 13, Rule 13.02, Canon 19, and Rule 19.01 of the CPR and was penalized with suspension for one year with a stern warning that a repetition of the same or similar acts will be dealt with more severely.

Here, the Court keenly notes that in A.C. No. 7922,⁶³ Atty. Villaseca had already been previously suspended from the practice of law for unprofessional conduct very much similar to the present case. In that case,⁶⁴ the Court found Atty. Villaseca guilty of violating Rules 12.03 and 18.03 and Canon 17 of the CPR due to his inexcusable negligence in attending to and protecting his client's interests in a criminal case. Atty. Villaseca's unjustified failure to submit a demurrer to evidence constituted inexcusable negligence. Further, his failure to present any testimonial, object, or documentary evidence for the defense revealed his lack of diligence in performing his duties as an officer of the Court. It showed his lack of devotion and zeal in preserving his clients' cause. Ultimately, the Court imposed on him the penalty of suspension for five years with stern warning that a repetition of the same or similar acts will be dealt with more severely.

Obviously, Atty. Villaseca has unabashedly displayed a penchant for repeatedly violating his oath as a lawyer and the provisions of the CPR. He had been sternly warned that a similar violation would merit a more severe penalty, yet, his blatant disregard of the Code and sworn duty simply continued and remained unabated. Thus, he, over and over again, brought embarrassment and dishonor to the legal profession.⁶⁵ The Court cannot afford to be lenient this time. To reiterate, membership in the legal profession is a privilege, and whenever it is made to appear that a lawyer is no longer worthy of the trust and confidence of their clients and the public, it becomes not only the right but also the duty of the Court to withdraw the same.⁶⁶ Disbarment, no less, is in order.

As for Atty. Villaseca's disregard of the lawful order of the IBP-CBD directing him to file a position paper despite due notice, he exhibited conduct contrary to his sworn duty as an officer of the court. Thus, the Court imposes a fine of PHP 10,000.00.

⁶¹ A.C. No. 13453, October 4, 2022, [*Per Curiam, En Banc*].

⁶² A.C. No. 12883, March 2, 2021, [*Per J. Inting, En Banc*].

⁶³ *Mattus v. Atty. Villaseca*, 718 Phil. 417 (2016), [*Per Curiam, En Banc*].

⁶⁴ *Id.*

⁶⁵ See *San Juan v. Atty. Venida*, 793 Phil. 656 (2016), [*Per Curiam, En Banc*].

⁶⁶ *Manzano v. Atty. Rivera*, A.C. No. 12173, November 3, 2020, [*Per J. Hernando, En Banc*].

ACCORDINGLY, Atty. Albert Villaseca is found **GUILTY** of violations of Canons 1, 15, 16, 17, and 18, and Rules 1.01, 15.06, 15.07, 16.01, 18.03, and 18.04 of the Code of Professional Responsibility. He is **DISBARRED** from the practice of law and his name is **ORDERED STRICKEN OFF** from the Roll of Attorneys, effective immediately. He is similarly meted a **FINE** in the amount of **PHP 10,000.00** for his disobedience to the orders of the Integrated Bar of the Philippines.

Atty. Albert Villaseca is further **ORDERED** to **RETURN** to Mercedita V. Cuenca the amount of **PHP 604,000.00** with 6% interest per annum from the finality of this Decision until full payment. He shall submit to the Court the proof of restitution within ten (10) days from payment. Failure to comply with this directive shall warrant the imposition of a more severe penalty.

Let a copy of this Decision be furnished the Office of the Bar Confidant and attached to Atty. Villaseca's personal record.

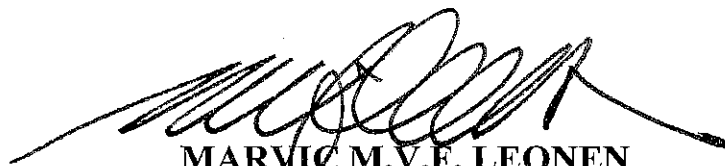
Furnish a copy of this Decision to the Integrated Bar of the Philippines for its information and guidance; and the Office of the Court Administrator for dissemination to all courts of the Philippines.

This Decision takes effect immediately.

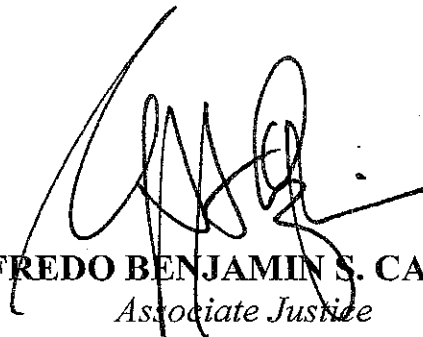
SO ORDERED.

WE CONCUR:


ALEXANDER G. GESMUNDO
Chief Justice



MARVIC M.V.F. LEONEN
Senior Associate Justice




ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

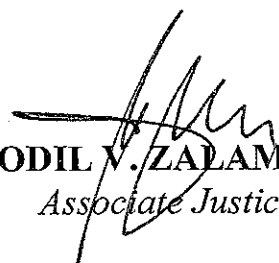
(On leave)
RAMON PAUL L. HERNANDO
Associate Justice



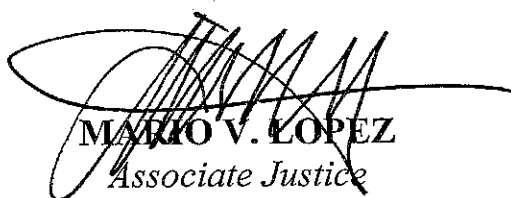
AMY C. LAZARO-JAVIER
Associate Justice




HENRI JEAN PAUL B. INTING
Associate Justice



RODIL V. ZALAMEDA
Associate Justice



MARIO V. LOPEZ
Associate Justice



SAMUEL H. GAERLAN
Associate Justice

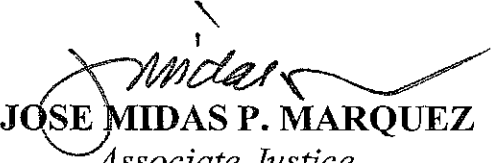
(On leave)
RICARDO R. ROSARIO
Associate Justice



JHOSEP Y. LOPEZ
Associate Justice



JAPAR B. DIMAAMPAO
Associate Justice



JOSE MIDAS P. MARQUEZ
Associate Justice

(No part)
ANTONIO T. KHO, JR.
Associate Justice



MARIA FILOMENA D. SINGH
Associate Justice